



**AGENDA - TROY PLANNING COMMISSION MEETING
WEDNESDAY, FEBRUARY 27, 2019, 3:30 P.M.
CITY HALL, SECOND FLOOR COUNCIL CHAMBERS**

1. Roll Call
2. Minutes - Feb. 13
3. Historic District Application, 322 W. Main Street for signage on W. Main Street, Oxford Street, and rear of building.
Owner: Jonathan Coomer
Applicant: Hospice of the Miami Valley
- Commission to make decision
4. Villages of Concord, Preliminary Plan
Owner: RL Hawk, LLC
Applicant: Roger Hawk
5. Other

TABLED

Halifax Estates Section Five, Final Plat and Dedication of Right-of-Way.
Plat is located east of Piqua-Troy Road and north of Troy-Urbana Road
Owner: Halifax Land Company, LLC
Applicant: Frank Harlow

Note to Commission members:

If you will not be attending, please email or call Sue

A regular meeting of the Troy Planning Commission was held Wednesday, February 13, 2019, at 3:30 p.m. in Council Chambers, second floor, City Hall, with Chairman Alan Kappers presiding. Members Present: McGarry, Beamish, Snee, Titterington, Wolke and Mahan; Zoning Inspectors Brandon and Watson; and Assistant Development Directors Harris and Davis.

The minutes of the January 23, 2019, meeting were approved upon motion of Mr. McGarry, second of Mrs. Snee, followed by unanimous roll call vote.

HISTORIC DISTRICT APPLICATION, 214 W. MAIN STREET, FOR ALTERATIONS TO BUILDING; OWNER IS KEYSTONE REAL ESTATE GROUP, LTD., APPLICANT IS WHITLEY LOCKER, ALLIANCE ENGINEERING, LLC. The staff report (attached to original minutes) noted: The OHI form lists this property as a two story brick church with an unusual, rough faced, wire cut exterior, and is a well preserved example of early 20th century church design; character defining features include large windows and wood frame work, wall buttresses, stone coping, stone trim at the windows and doors, and rough faced, wire cut brick; the building was originally known as the First Evangelical Lutheran Church, was constructed in 1912, held its first service on July 28, 1912, dedicated on June 1, 1913; in 2016, the building was purchased by Keystone Real Estate Group, Ltd., and was most recently used as a church; soon, this building will become the home of a branch of Moeller Brew Barn, and is currently undergoing renovations in preparation for the opening; the application is a request for three alterations to the building –

Item 1 is for the removal of the upper and lower stained glass windows on the front of the building, and will be replaced with clear glass.

Item 2 is the removal of four windows on the rear that will be replaced with a large, glass garage door.

Item 3 is the removal of two casement windows on the upper floor of the building, and are located in the rear. The casement windows will be replaced with the same type of fixed windows that are located on the lower floor, at the rear of the building.

Staff discussed the application as follows:

ITEM #1

The applicant is requesting to replace the existing stained glass windows on the front of the building with clear glass. The clear glass would be installed in the existing window openings in order to preserve the existing architectural features of the window. Currently, there is a large stained glass window on the upper portion of the building, along with three smaller stained glass windows on the lower portion of the building. The proposed window will be constructed of 1" clear, insulated, unit glass, which will be custom, made to a pattern to fit into the existing window opening.

The owner of the building has stated that, "The windows have been covered up for decades with fogged storm glass due to the broken coming and glass in the stain glass portion of the window. The other item would be as this building was used as a former church there are Biblical depictions on some of the stain glass and we don't want to offend anyone with the change in use of the building." Pictures of the windows were included in the packet, and showed slight damage to two areas of the windows.

After completing research at the Local History Library, it was discovered that the stained glass windows are original to the building. The upper stained glass window is titled "Christ at Twelve in the Temple," and was gifted to the church by Mr. and Mrs. Levi Switzer in 1912. There is an almost identical window over the choir loft of the First United Methodist Church.

Staff also spoke with an architect knowledgeable in historic preservation. The concern from the architect is that during the time period these stained glass windows were constructed, it is quite possible that the windows were made by one of two great stained glass window artists, Louis Comfort Tiffany and John La Farge. Neither of the two artists was known for signing their work. However, someone knowledgeable in art history, specifically stained glass, could look at the construction of the windows and possibly tell if the windows are in the style of Tiffany or La Farge.

The City of Troy Zoning Code has Standards for Alteration as adopted from the United States Secretary of the Interior standards for the Treatment of Historic Properties. Section 1143.22(f)(7)(C) of the City of Troy Zoning Code, Standards for Alteration, states that deteriorated architectural features shall be repaired rather than replaced whenever possible. When asked if the property owner had received an estimate to repair the windows, an e-mail from the property owner stated that, "We haven't found anyone that will replace or fix it."

EXAMPLES OF REPAIR:

As recently as this past summer, the First United Methodist Church on W. Franklin Street repaired and restored the existing stained glass windows in their church, including the "Christ at Twelve in the Temple." The restoration and repair was performed by Studio Arts & Glass, Inc. from North Canton, Ohio. In 2011, the City of Troy issued a CDBG loan to the Troy Masonic Temple in order to repair the stained glass windows on the rear of their building. Studio Arts & Glass, Inc. also performed the repairs and restoration for this project.

After conducting a windshield survey, it was found that of the eight (8) church buildings located within the downtown; only one (1) church building was found to not have stained glass windows on the front of the building. The church building is located one parcel north of 214 S. Mulberry Street.

In 1996 in Pittsburgh, Pennsylvania, a local brewery, The Church Brew Works, began the restoration of the former St. John the Baptist Catholic Church. Included in the restoration process was the restoration of the numerous stained glass windows. These windows were not only intricate in design, but also included Biblical depictions. The Church Brew Works has become a destination spot while visiting Pittsburgh.

Salt Springs Brewery in Saline, Michigan, Urban Artifact in Cincinnati, Ohio, and Father John's Brewing Company in Bryan, Ohio, are all breweries that were once deteriorating churches that were carefully and painstakingly restored, including the stained glass windows, in order to showcase the beautiful craftsmanship that was used in the construction of these buildings.

As you can see from the research completed, stained glass windows, not only within the downtown of the City of Troy, have been restored and repaired in order to preserve the historic integrity of not only the windows, but of the buildings themselves.

The property owner has stated he is open to other options, and would be agreeable for Planning Commission to conduct a site visit to the property.

This application has been reviewed for compliance with all requirements of the zoning code except for the additional design standards imposed by the historic district regulations and has been found to comply with same.

STAFF RECOMMENDATION:

Staff recommends denial of the proposed window replacement, based on the following:

- Section 1143.22(f)(7)(C) of the City of Troy Zoning Code states that deteriorated architectural features shall be repaired rather than replaced whenever possible.
- The OHI form accurately depicts the character defining feature of this historic building is this large stained glass window.
- The proposed alterations will detract from the historic integrity of the building, affecting the street block, and the Historic District overall.
- The loss of original, stained glass windows would be a loss of historic artistry.
- The proposal does not include due diligence of repair quotes from qualified contractors.

COMMISSION CONSIDERATION:

Mr. Wolke commented that he understands Tiffany keeps a register of the work of Louis Comfort Tiffany, and the Tiffany Company could be contacted to determine if he had anything to do with the stained glass window. Mrs. Snee suggested the Lutheran Church be contacted for any history regarding the window and the Methodist Church be contacted for any history based on the similar window. The Mayor commented this building has been known as a church and the see the value of the church buildings as stained glass windows and pipe organs, and commented that when he has visited other areas and their churches that have been repurposed he noted that the stained glass windows are used and preserved as an asset. Mrs. Snee stated she was surprised to see that the architect did not recommend preserving and using the windows.

A motion was made by Mrs. Snee, seconded by Mayor Beamish, to deny the application for the removal of stained glass windows at 214 W. Main Street, based on the recommendation of staff that:

- Section 1143.22(f)(7)(C) of the City of Troy Zoning Code states that deteriorated architectural features shall be repaired rather than replaced whenever possible.
- The OHI form accurately depicts the character defining feature of this historic building is this large stained glass window.
- The proposed alterations will detract from the historic integrity of the building, affecting the street block, and the Historic District overall.
- The loss of original, stained glass windows would be a loss of historic artistry.
- The proposal does not include due diligence of repair quotes from qualified contractors.

MOTION PASSED UNANIMOUS VOTE

ITEM #2

The applicant is requesting to replace four (4) windows on the rear of the building with a garage door constructed of commercial aluminum. The trim of the door will be white, and will have black mullions. A sample of the garage door is included in the packet. Please note the proposed garage door will not have an arch as shown in the picture. The garage door is being installed in a portion of the building that was added to the original building in the 1950's. The applicant has stated that the garage door is needed in order to move equipment into the building that was purchased with CDBG monies from the City of Troy.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed garage door installation, based on the following:

- The garage door is being installed in the addition to the building from the 1950's.
- The garage door is needed in order to install equipment for the operation of the business.

COMMISSION CONSIDERATION:

There was a discussion regarding if the door could be viewed from the back, and it was indicated that it would not generally be seen.

A motion was made by Mr. Wolke, seconded by Mrs. Snee, to approve the application to replace four windows on the rear of the building with a garage door constructed of commercial aluminum, with the door trim to be white and the mullions black, based on the sample viewed (minus the arch) and the material stated in the application and based on the findings of staff that:

- The garage door is being installed in the addition to the building from the 1950's.
- The garage door is needed in order to install equipment for the operation of the business.

MOTION PASSED, UNANIMOUS VOTE

ITEM #3

The applicant is requesting to replace two (2) casement windows on the upstairs, rear of the building with two (2) fixed windows to match the existing fixed windows on the first floor of the building, at the rear. Once again, these windows are located in the addition to the original building.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed window installation, based on the following:

- The proposed windows on the second floor will match the existing windows on the first floor.
- The proposed windows are being installed in the addition to the original building. "

COMMISSION CONSIDERATION:

In response to Mrs. Snee, it was confirmed that the two fixed windows are being replaced with two fixed windows, and the two windows below are now fixed windows. In response to Mr. Woke, the applicant made the request so that all the rear windows match.

A motion was made by Mr. McGarry, seconded by Mrs. Snee, to approve the application to replace two casement windows on the upstairs, rear of the building with two fixed windows to match the existing fixed windows on the first floor of the building, at the rear, based on the samples viewed by the Commission and as stated in the application and based on the findings of staff that:

- The proposed windows on the second floor will match the existing windows on the first floor.
- The proposed windows are being installed in the addition to the original building. **MOTION PASSED, UNANIMOUS VOTE**

OTHER DISCUSSION ON APPLICATION – Anthony Scott, Fairway Drive, owner of the property of 214 W. Main (application at the beginning of the meeting) commented that when he bought the property in 2015 it was condemnable, to save the stained glass window will cost 3 times the cost to replace it, about \$50-\$60 Thousand, architecturally the window is on two floors from the inside, he could leave it as is and no one could see it, there are small holes that cannot easily be seen, water has been running inside the building, and he would have to provide the funding to maintain the window.

Mr. Kappers noted that staff has been given some suggestions of research and Mr. Scott should continue to work with staff, and if there are actual repair estimates those should be provided to staff to be part of a future re-application. Mr. Titterington commented that the Commission was not provided a good rendering of what the building would look like based on the application.

Ms. Brandon noted that at one point Mr. Scott had talked about keeping all the architectural features of the windows, and having plain glass cut to fit into the windows. She also commented to Mr. Scott if he does intend to keep the windows as they are and replace the storm window covering, which would also have to come before the Commission before he could start such work.

HISTORIC DISTRICT APPLICATION, 117 S. MARKET STREET, FOR THE INSTALLATION OF SIGNAGE; OWNER – HEATHER DAVEY; APPLICANT, AMANDA GIBSON, BE YOU BOUTIQUE. The staff report (attached to original minutes) noted: property is zoned B-3, Central Business District; building is not listed on the National Register; application is for wall signage centered above the store front; allowed tenant space is 33 square feet; proposed sign panel is 32.5 square feet in total size with the logo portion being 14.5 square feet; sign is the exact same size and background color as the neighboring tenant and will be mounted to match the placement of the other existing wall sign to providing a balanced look; sign material is a 3mm ACM (Aluminum composite) sign with a white background, vinyl printed graphic consisting of a light gray logo (Hex #A3A3A3), white lettering, and a purple outline (Hex #650492); and staff recommends approval based on:

- The proposed sign will meet all City of Troy sign code requirements; and
- The proposed sign will not detract from the historic integrity of the building.

The applicant was present. The Commission viewed a sample of the sign material.

A motion was made by Mrs. Mahan, seconded by Mayor Beamish, to approve the historic district application for 117 S. Market Street as submitted, based on the exact materials stated in the application and the exact colors of sign with a white background, vinyl printed graphic consisting of a light gray logo (Hex #A3A3A3), white lettering, and a purple outline (Hex #650492); and based on the findings of staff that:

- The proposed sign will meet all City of Troy sign code requirements; and
- The proposed sign will not detract from the historic integrity of the building.

MOTION PASSED, UNANIMOUS VOTE

HISTORIC DISTRICT APPLICATION, 125 S. MARKET STREET, FOR THE INSTALLATION OF A NEW PROJECTING SIGN; OWNER:

WADE WESTFALL; APPLICANT: ELIZABETH SMITH, POPPIN' OFF GOURMET POPCORN. The staff report (attached to original minutes) noted: zoning is B-3 Central Business District; the building is not on the national register; allowed tenant signage is 22.5 square feet of wall signage; application is for a total of 18 square feet, 14 square feet for the projecting sign and 4 square feet for the door graphic; projecting sign to be made from black poly-metal cut to the proposed shape; logo and lettering are applied in vinyl graphics in the colors of White, and Gold Metallic (3M Satin Gold – PMS 872) and attached to the building by a custom decorative flag mount and scroll bracket by non-corrosive lag bolts; door graphic will be vinyl lettering in White centered on the door, as shown in the attached packet; applicant has provided the will be required to provide an Indemnification and Liability Insurance Policy is required for the projecting sign; and subject to the receipt of the indemnification and certificate of insurance, staff recommends approval based on:

- The sign is appropriate in scale to the building with which it is associated; and
- The colors selected for the sign are compatible with the building with which it is associated.

The applicant was present. Mr. Kappers asked about the height of the sign from the sidewalk, and was advised that the bottom of the sign will be 10' above the sidewalk.

A motion was made by Mr. Titterington, seconded by Mrs. Snee, to approve the historic district application for 125 S. Market Street as submitted, subject to receipt of the indemnification and certificate of insurance, based on the exact materials stated in the application and the exact colors of the sign with logo and lettering are applied in vinyl graphics in the colors of White, and Gold Metallic (3M Satin Gold – PMS 872) a white background, vinyl printed graphic consisting of a light gray logo (Hex #A3A3A3), white lettering, and a purple outline (Hex #650492); and based on the findings of staff that:

- The sign is appropriate in scale to the building with which it is associated; and
- The colors selected for the sign are compatible with the building with which it is associated. **MOTION PASSED, UNANIMOUS VOTE**

COMPREHENSIVE PLAN, ADD A NEW CHAPTER. Mr. Davis commented that staff is recommending that Chapter 15 - Implementation be added to the Comprehensive Plan to include three studies:

Troy Downtown Riverfront Study (2017), Downtown Parking & Traffic Assessment (2017), Sherwood Study (2017).

He further commented that they would be incorporated by reference so they can be considered, but exactly following any of the studies is not required.

Mr. Kappers asked why Complete Streets, which has been adopted, is not included, and was advised that Complete Streets is in another chapter of the plan. Mr. Kappers commented that there is a difference between a study and a policy – a policy is to be implemented and a study recommended to be followed. He commented that within "Introduction", the wording is a study "should" be referenced, and he suggested the word be changed to "may" as that would be less compelling.

Mr. Wolke asked in what format the studies have been approved in the past, and was advised that they have not been approved, rather these are studies by consultants that are given to the City for recommendations to be followed. Mr. Wolke suggested the title of Chapter 15 should be "Related Studies" and not "Implementation".

Mr. Davis commented that staff is asking these studies be included in the Comprehensive Plan as a reference only so the studies to not just end up on a shelf and forgotten, but so they will not be forgotten, but be able to be considered. Mrs. Snee asked if staff intends to look at one of the studies and see how it applies to an application presented to the Commission, and Mr. Davis stated that was true. Mr. Davis also noted that a study could be replaced or supplanted as appropriate, and they will be included the five-year rotation of the review of the Comprehensive Plan.

A motion was made by Mrs. Snee, seconded by Mrs. Mahan that the Commission approves the referenced studies being added to the Comprehensive Plan Chapter 15, with the title changed to "Related Studies" and the word "should" changed to "may" in the chapter introduction.

MOTION PASSED, UNANIMOUS VOTE

There being no further business, the meeting adjourned at 4:13 p.m.

Respectfully submitted,

Chairman

Secretary

TO:	Troy Planning Commission
FROM:	Planning Staff
DATE:	February 27, 2019
SUBJECT:	Historic District Review: 322 West Main Street
CASE #:	HR-10-19
OWNER:	Jonathan Coomer
APPLICANT: Hospice of the Miami Valley	

DISCUSSION:

The applicant is requesting a historic review from the Planning Commission in order to install signs on the building located at 322 W. Main St. The property is located at the southeast intersection of Oxford St. and W. Main St., one block west of the Courthouse. The property is zoned B-2, General Business District.

The OHI form lists the building as a two story non-descriptive brick structure located at the margin between commercial and residential districts. The structure, established in 1847 is not on the national register. Originally built as a residence, a wagon shop was added to the rear and it was a funeral home in 1975. The building is described as a very plain house that is connected with another house by a modern addition serving as the entrance.

PROPOSAL:

The applicant is proposing to install wall signage that matches the existing and previously permitted wall signage. On the W. Main St., face of the building the proposed sign is 3.8 square feet. Along the Oxford St., face the proposed sign is 24 square feet and at the rear entrance a proposed sign of 6 square feet. The building is permitted to have a maximum of 100 square feet, the proposed and existing will remain under that allowance.

The proposed colors of the signs are the same as the existing signs and are as follows: SW6146 Umber, SW6141 Softer Tan, Met Gold One Shot Enamel, SW6994 Black of Night, SW 6145 Thatch Brown, and SW 6143 Basket Beige.

This application has been reviewed for compliance with all requirements of the zoning code except for the additional design standards imposed by the historic district regulations and has been found to comply with same.

RECOMMENDATION:

Staff recommends approval of the proposed signs, based on the following:

- The proposed colors will not detract from the historic integrity of the building;
- The proposed colors are suitable with the surrounding character of the Historic District.

Planning Commission
Historic District Application

Revised 03/03/15

OFFICE USE ONLY

Date Filed: _____

Case #: _____

Date of Meeting: _____

CITY OF TROY PLANNING COMMISSION
APPLICATION FOR HISTORICAL TROY ARCHITECTURAL DISTRICT
(Must be typed or printed legibly)
(PLEASE READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM)

Date 2/7/19

Applicant Hospice of the Miami Valley - Tara Brodbeck Telephone No. 937-458-6028

Owner of Property Jon Coomer Has the Owner been Notified? Yes

Address of Project 322 W Main St

Contact Address (if different than Project Address) _____

Name of Architect/Engineer and/or Contractor Quint Creative Signs

Application for renovation to include the following:

- | | |
|--|---|
| <input type="checkbox"/> Alteration | <input type="checkbox"/> Repair |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Demolish – Principal Structure |
| <input type="checkbox"/> Moving A Building | <input type="checkbox"/> Demolish – Accessory Structure |
| <input type="checkbox"/> Painting | <input checked="" type="checkbox"/> Other: <u>Signs</u> |

ONE (1) COPY OF INFORMATION TO BE SUPPLIED BY APPLICANT:

- (a) Site Plan drawn to scale shall be provided showing structure in question & its relationship to adjacent structures.
- (b) Description of proposed use, if different than existing use.
- (c) Plans illustrating the proposed structural or exterior changes, including changes in parking facilities, landscaping, screening, fences, signs and other relevant structures and fixtures, and relationship to surrounding structures.
- (d) Description and samples of materials proposed to be used in the project.
- (e) Paint samples for painting applications.
- (f) Any other photographs or illustrative visual aids and/or materials relevant to the project.
- (g) A written letter from the owner acknowledging the application, or a printed signature from the property owner on this form.

SIGNATURE OF APPLICANT:



Brian Quinter - Quint Creative Signs

SIGNATURE OF PROPERTY OWNER:



PRINTED NAME OF PROPERTY OWNER:

Jon Coomer

PLANNING COMMISSION RESULTS (OFFICE USE ONLY):

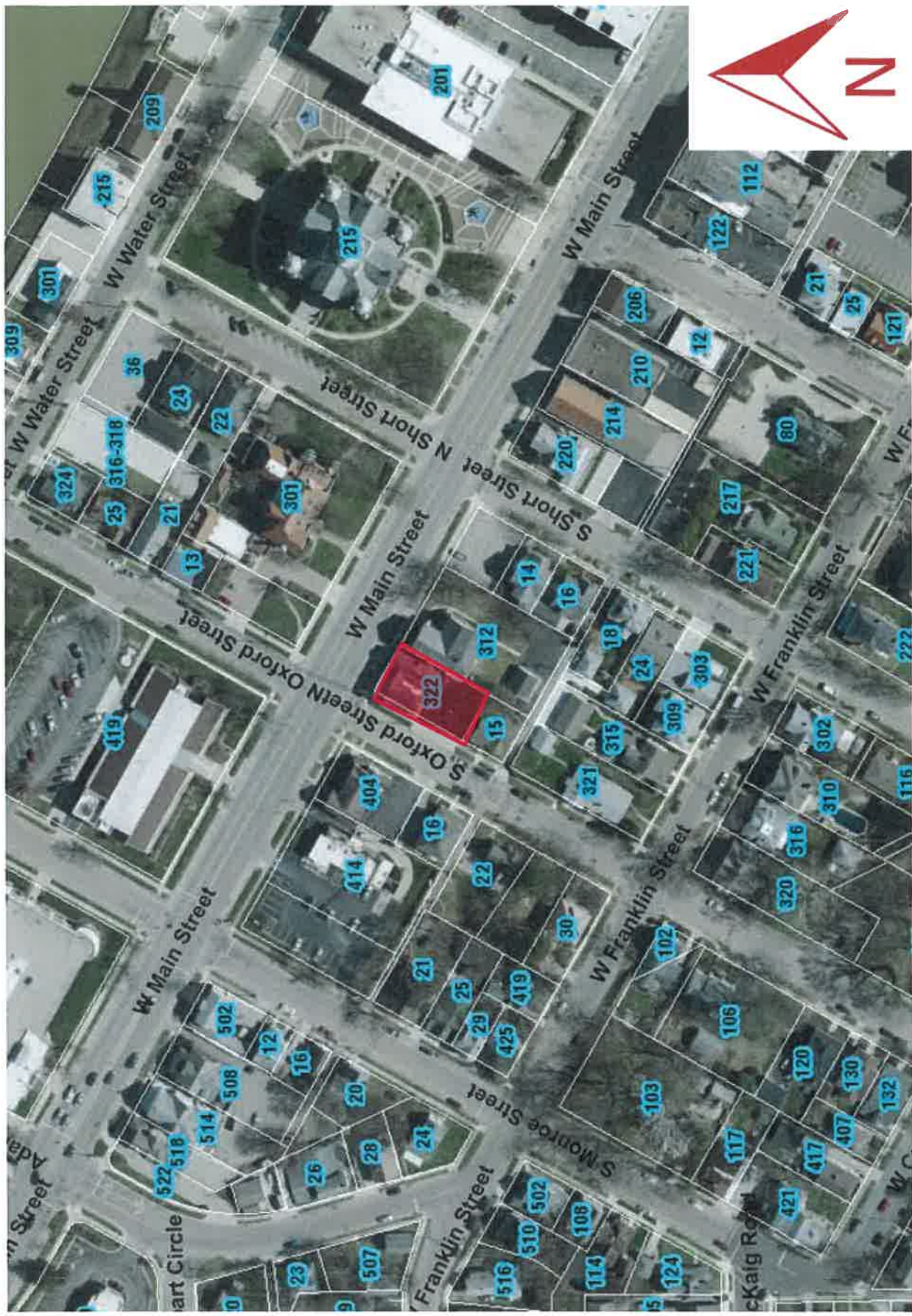
Thank you for submitting your application. We will contact you when the permit has been issued.

Project Address	322 W Main St
Description	Signs
Applicant Name	Hospice of the Miami Valley
Applicant Address	46 N. Detroit Street, Suite B
Applicant City, State, Zip	Xenia, Ohio 45385
Applicant Email Address	brianq@quintcreative.com
Applicant Phone Number	937-615-9332
Owner Name	Jon Coomer
Owner Address	322 W Main St
Owner City, State, Zip	Troy, OH 45373
Contractor Name	Quint Creative Signs
Contractor Address	225 N Main St
Contractor City, State, Zip	Piqua, OH 45356
Contractor Email Address	Brianq@quintcreative.com
Permit Type	Sign Permit-Permanent
Square Feet	34
Comments	Please let me know if you need any other info, thanks, Brian Quinter - Quint Creative Signs

322 W. Main St. – Streetscape – Hospice of the Miami Valley



This aerial map displays a residential neighborhood with property boundaries and lot numbers. The central focus is a red-outlined property at 322 S Oxford Street, located at the intersection of S Oxford Street and W Main Street. Surrounding streets include W Main Street, S Oxford Street, W Franklin Street, W Short Street, W Water Street, and S Monroe Street. Numerous lot numbers are visible throughout the area, such as 322, 312, 315, 316, 318, 324, 301, 215, 209, 201, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112, 122, 21, 25, 121, 206, 210, 214, 220, 80, 217, 221, 14, 16, 18, 24, 303, 309, 302, 310, 316, 320, 106, 103, 117, 120, 130, 132, 421, 407, 417, 516, 510, 502, 108, 114, 124, 518, 514, 508, 12, 16, 20, 24, 26, 28, 29, 425, 419, 30, 404, 414, 419, 401, 15, 18, 22, 21, 25, 321, 315, 309, 303, 221, 217, 210, 214, 220, 206, 112



20190029



19.5" x 28"
3D Carved & Painted
1" HDU
3.79 sq ft

I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
I request the production to begin and understand that I am responsible for errors and further changes due to errors.

Sign Name _____ Date _____



Client:

Hospice of the
Miami Valley
322 West Main St
Suite A
Troy, OH 45373

Notes:

CNC Carved HDU
Wood Grain
Textured Background
Hand Painted
Mounted with cleats

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written consent.

Quint Creative Signs
Quint Creative Group LLC
107 E. High St. - Piqua, OH 45356
Phone 937.615.9332
Fax 937.615.9330



28.5"x120"
3D Carved & Painted
1" HDU

23.75 sq ft

I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
I request the production to begin and understand that I am responsible for errors and further changes due to errors.

Sign Name _____ Date _____



Client:

Hospice of the
Miami Valley
322 West Main St
Suite A
Troy, OH 45373

Notes:

CNC Carved HDU
Wood Grain
Textured Background
Hand Painted
Mounted with cleats

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Quint Creative Group LLC
107 E. High St. - Piqua, OH 45356
Phone 937.615.9332
Fax 937.615.9330



28.5"x120"
3D Carved & Painted
1" HDU
23.75 sq ft

I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
I request the production to begin and understand that I am responsible for errors and further changes due to errors.

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14.3"x60"
3D Carved & Painted
1" HDU
5.96 sq ft

I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
I request the production to begin and understand that I am responsible for errors and further changes due to errors.

Sign Name _____ Date _____



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Fax 937.615.9330

Existing signs from
other building tenant



37"x120"
30.8 sq ft



22.5"x27"
4.22 sq ft



17.5"x60"
7.29 sq ft

I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
I request the production to begin and understand that I am responsible for errors and further changes due to errors.

Sign Name _____ Date _____



Client:

Hospice of the
Miami Valley
322 West Main St
Suite A
Troy, OH 45373

Notes:

Existing signs
from other
building tenant

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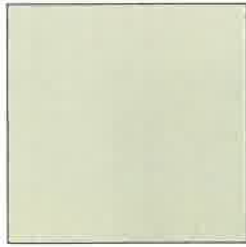
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Sign Colors



SW 6146
Umber



SW 6141
Softer Tan



Met Gold
One Shot Enamel

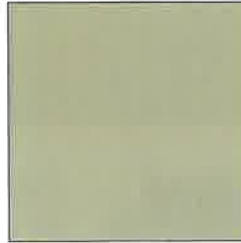


SW 6994
Black of Night

Building Colors



SW 6145
Thatch Brown



SW 6143
Basket Beige

I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
I request the production to begin and understand that I am responsible for errors and further changes due to errors.

Sign Name _____ Date _____



Client:

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Miami Valley
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Notes:

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14.3"x60"
3D Carved & Painted
1" HDU

5.96 sq ft

I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
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Sign Name _____ Date _____



Client:

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Client:

Hospice of the
Miami Valley
322 West Main St
Suite A
Troy, OH 45373

Notes:

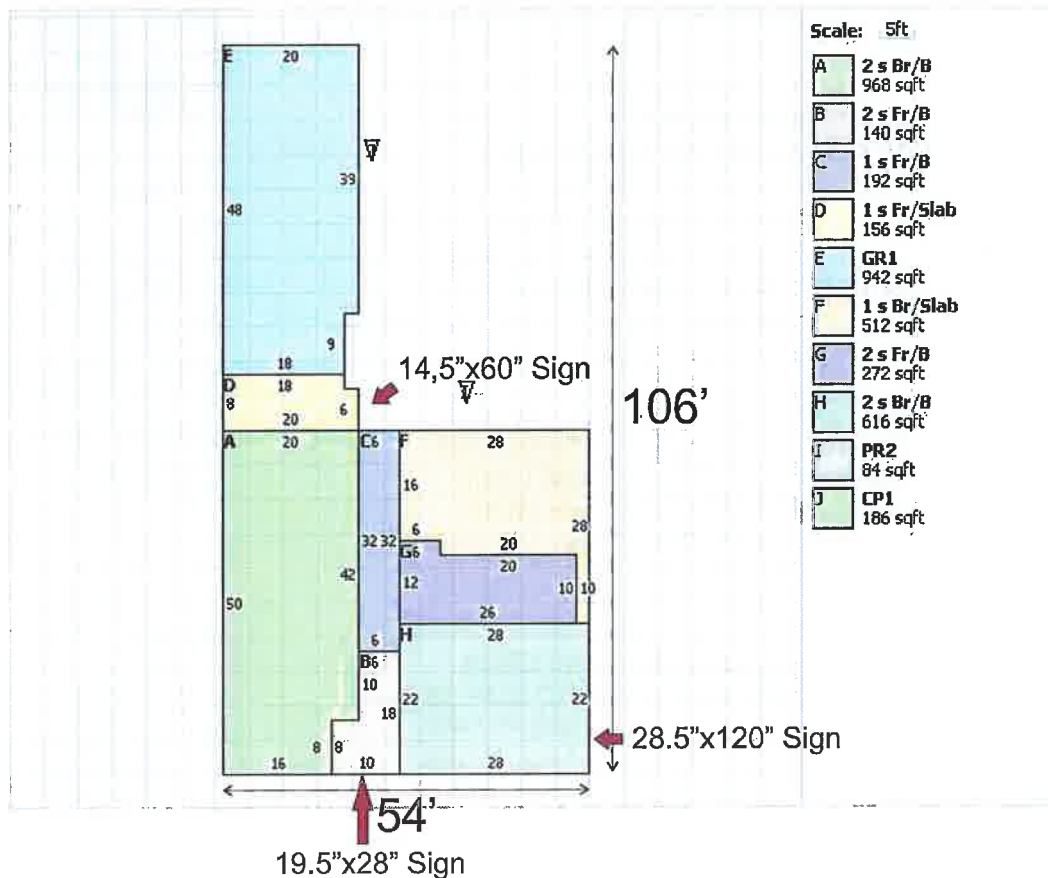
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Fax 937.615.9330

Scale: 5ft

A	2 s Br/B	968 sqft
B	2 s Fr/B	140 sqft
C	1 s Fr/B	192 sqft
D	1 s Fr/Slab	156 sqft
E	GR1	942 sqft
F	1 s Br/Slab	512 sqft
G	2 s Fr/B	272 sqft
H	2 s Br/B	616 sqft
I	PR2	84 sqft
J	CP1	186 sqft



I have proofed my order and approved the Artwork & Layout. I also approve all specifications as listed on spec. sheet.
I request the production to begin and understand that I am responsible for errors and further changes due to errors.

Sign Name _____ Date _____

PLAT NO. 4
Scale 1" = 40 Feet

SMDA NUMBER
DD8-SW004 -

57.

75

06. P/W

SHORT

57

REVISED: 9-30-14
AM

TO:	Troy Planning Commission
FROM:	Development Staff
DATE:	February 27, 2019
SUBJECT:	Preliminary Plan for Villages of Concord
OWNER:	RL Hawk, LLC
APPLICANT:	Roger Hawk

DISCUSSION:

Roger Hawk, on behalf of RL Hawk, LLC, has applied for Planning Commission to consider a Preliminary Plan for the Villages of Concord (parcels # D08-103660 and D08-059144, PT Inlot 7189) located south of Wayne Street and north of the of the Kroger Development (State Route 55). The properties are zoned a mixture of R-5 Single-Family, R-6 Single-Family and R-7 Multiple-Family Residential. The proposed Preliminary Plan has been attached to this report.

In 2000, the Villages of Concord subdivision was approved by the Planning Commission and City Council consisting of a layout that encompassed a private condo community. A portion of the development was completed in the mid-2000s and now the developer is requesting to finish developing the subdivision with single-family lots.

PROPOSAL:

Area: The entire subdivision consumes a total of approximately 16 acres with 6.5 acres already developed. The developed portion includes 20 condominiums, common area with a lake (2.565 acres), and a clubhouse (1.325 acres). The remaining 10.028 acres of land proposes to include 35 building lots which are intended to be developed as single-family residences.

Roadways: The two private roadways are already provided and named as Lantern Lane and Paul Revere Way. Five foot sidewalks will be installed in the subdivision along the roadways. The private roads will be recorded with an Access Easement to allow access throughout the privately-owned roads. The private roads will remain private and will not become public roadways.

The development has one access point which connects to Paul Revere Way to Laurel Tree Court. Paul Revere way does not have access onto Wayne Street because Oakmont Drive was vacated back in the early 2000s. Due to only have one access point; the Fire Code requires a residential sprinkler system, unless an Access Easement is granted to all the lots in the subdivision on the vacated Oakmont Drive section. The developer has placed this note on the Preliminary Plan to address this issue and comply with city codes.

Lots: The development proposes 35 building lots that range from 6,011 square feet (.138 acres) to 24,393 square feet (.560 acres). The proposed lots meet the minimum lot requirements set by the Zoning Code.

Open Space: The developer is not proposing to provide any parkland in the undeveloped portion and requested the Park Board consider fees-in-lieu-of instead of 3% (.3 acres) of parkland required by the Subdivision Regulations. In accordance with the Subdivision Regulations (Section 1117.02), Planning Commission may accept fees-in-lieu-of instead of open space.

On February 5, 2019, The Board of Park Commissioners approved the request to accept fees-in-lieu-of which should result with \$17,500 in the Park and Recreation capital budget. This number assumes all undeveloped lots (35) are developed. The fee will be collected with the submittal of zoning permits for the principal structure.

Note: A current clubhouse exists in the development but will only be used by the existing condos and not the new proposed single-family homes.

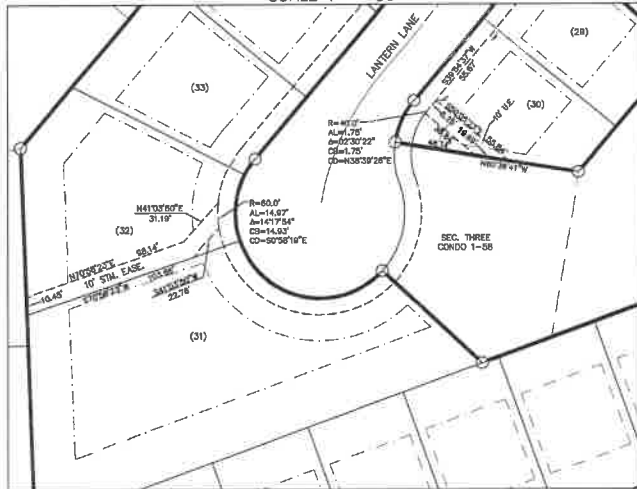
Compliance: The City has reviewed the preliminary plan and it is in compliance with the Zoning Code and Subdivision Regulations. In addition, the Comprehensive Plan shows this area to be developed residentially (Figure 14-3 is attached).

RECOMMENDATION:

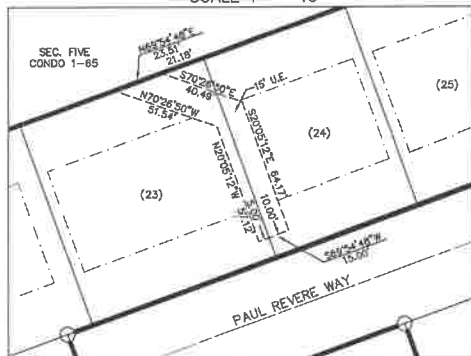
Staff has reviewed the proposed Preliminary Plan and it appears to comply with the Zoning Code and Subdivision Regulations. However, the Declaration Creating and Establishing a Plan for Condominium Ownership for the Villages of Concord, portrays ambiguous language pertaining to the applicant's authority to provide easement language on common areas of the development. In light of this, staff suggests that this item be discussed, and then tabled, to allow for all unit owners to receive a notice from the Planning Commission to allow them to be aware of this Preliminary Plan proposal. It is suggested that this matter be heard again at the next scheduled Planning Commission meeting.

EASEMENT DETAILS

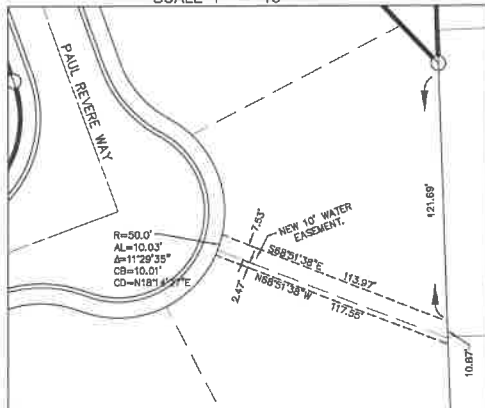
SCALE 1" = 50'



SCALE 1" = 40'



SCALE 1" = 40'



THE VILLAGES OF CONCORD PRELIMINARY PLAN SINGLE FAMILY

PT. 7189 TROY MIAMI, OHIO
INLOT CITY COUNTY

CITY OF TROY PLANNING COMMISSION

AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF TROY, OHIO, HELD THIS _____ DAY OF _____, 20____, THIS PLAT WAS REVIEWED AND APPROVED.

CHAIRMAN

SECRETARY

CITY OF TROY COUNCIL

AT A MEETING OF THE COUNCIL OF THE CITY OF TROY, OHIO, HELD THIS _____ DAY OF _____, 20____, THIS PLAT WAS APPROVED BY ORDINANCE NO. C-_____-20____, EFFECTIVE _____, 20____.

MAYOR

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

COVENANTS AND RESTRICTIONS

PROTECTIVE COVENANTS AND RESTRICTIONS FOR THIS PLAT ARE RECORDED IN 2018OR _____ OF THE MIAMI COUNTY RECORDER'S RECORDS.

ADDITIONAL COVENANTS

- PROPERTY OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATELY OWNED ROADS AND PUBLIC ACCESS EASEMENTS.
- ALL AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS SHALL BE SUBJECT TO THE FOLLOWING COVENANTS:
 - PUBLIC UTILITY EASEMENTS ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES. THIS GRANT SHALL RUN WITH THE LAND IN PERPETUITY.
 - TO ENSURE THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE, PRIVATE DRIVES CONSTRUCTED WITHIN DESIGNATED PUBLIC UTILITY EASEMENTS SHALL BE OPEN AND ACCESSIBLE TO FIRE, POLICE, AND OTHER EMERGENCY AND MAINTENANCE VEHICLES AT ALL TIMES. THE PAVEMENT, CURB, AND GUTTER OF PRIVATE DRIVES WITHIN PUBLIC UTILITY EASEMENTS SHALL BE CONTINUOUSLY MAINTAINED BY THE PROPERTY OWNER IN GOOD REPAIR AND KEPT FREE OF ALL OBSTRUCTIONS WHICH WOULD IMPEDE THE FREE AND SAFE MOVEMENT OF TRAFFIC, INCLUDING BUT NOT LIMITED TO ICE, SNOW AND PARKED VEHICLES. IF REQUIRED BY THE CITY, THE OWNER SHALL PREPARE A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL. TRAFFIC CONTROL DEVICES SHALL BE PROVIDED AND INSTALLED IN ACCORD WITH THE APPROVED PLAN AND BY THE OWNER. THE CITY OF TROY SHALL HAVE FULL POWER AND AUTHORITY TO ENFORCE SUCH CONTROLS AND TO PROSECUTE VIOLATIONS IN ACCORD WITH THE LAWS OF THE CITY AND STATE AS IT WOULD IN ANY OTHER PUBLIC RIGHT-OF-WAY.
 - NO PUBLIC UTILITY EASEMENT MAY BE BLOCKED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF TROY.
 - IN THE EVENT THAT THE OWNER OF ANY PUBLIC UTILITY EASEMENT FAILS TO FULFILL THE OBLIGATIONS SET FORTH IN THESE COVENANTS, THE CITY OF TROY IS HEREBY AUTHORIZED, AFTER PROVIDING REASONABLE OPPORTUNITY FOR NOTICE AND HEARING TO THE PROPERTY OWNER, TO TAKE SUCH CORRECTIVE ACTION AS IT DEEMS NECESSARY, TO CHARGE THE OWNER FOR THE ENTIRE COST THEREOF, AND IN THE EVENT OF FAILURE OF PAVEMENT FOR MORE THAN THIRTY DAYS, TO COLLECT SUCH COSTS AS A SPECIAL ASSESSMENT AGAINST THE PROPERTY WITHOUT FURTHER NOTICE TO OR APPROVAL BY THE OWNER.

PLAT BOOK _____ PAGE _____-A
MIAMI COUNTY RECORDER'S RECORD
OF PLATS

PLAT AUTHORIZATION AND DEDICATION

THE HOME OWNERS ASSOCIATION OF THE VILLAGES OF CONCORD, THE OWNERS OF THE LAND INCLUDED WITHIN THIS PLAT HAVE CAUSED THE AREA LOCATED IN THE CITY OF TROY, OHIO ENCOMPASSED BY THIS PLAT, TO BE SURVEYED, PLATTED, AND KNOWN AS VILLAGES OF CONCORD SECTION ONE. FURTHERMORE, THE HOME OWNERS ASSOCIATION OF THE VILLAGES OF CONCORD, DEDICATES THE EASEMENTS AS SHOWN ON THIS PLAT TO THE PUBLIC USE FOREVER.

ROGER HAWK (AUTHORIZED AGENT)

RL HAWK, LLC (MEMBER)

ACKNOWLEDGMENT

STATE OF OHIO, _____ COUNTY, SS
BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED _____ ON BEHALF OF THE HOME OWNERS ASSOCIATION OF THE VILLAGES OF CONCORD, WHO EXECUTED THE FOREGOING PLAT, WHO ACKNOWLEDGED THAT HE DID SIGN SUCH INSTRUMENT IS HIS FREE ACT AND DEED.
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, OHIO, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES

-EASEMENTS ON SAID PLAT DESIGNATED AS "SANITARY SEWER EASEMENT" OR "WATER MAIN EASEMENT" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN, AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF.

-ALL LOTS SHOWN HEREON SHALL BE SERVED BY PUBLIC SANITARY SEWER AND WATER MAINS.

-ALL PRIVATELY OWNED STREETS ARE TO ALLOW ACCESS FOR INGRESS AND EGRESS TO ALL LOTS IN THIS DEVELOPMENT.

-ALL NEW HOMES BUILT IN VILLAGES OF CONCORD SHALL BE REQUIRED TO HAVE RESIDENTIAL SPRINKLER SYSTEMS PER 2017 OHIO FIRE CODE SECTION D107.1 UNTIL SUCH TIME THAT AN ACCESS EASEMENT IS GRANTED TO ALL LOTS IN THE VILLAGE OF CONCORD ON THE VACATED OAKMONT DRIVE SECTION THAT CONNECTS PAUL REVERE WAY TO WAYNE STREET. ONCE SUCH ACCESS EASEMENT IS GRANTED AND FILED WITH THE MIAMI COUNTY RECORDER'S OFFICE, THERE SHALL BE NO REQUIREMENT FOR NEW RESIDENCES CONSTRUCTED IN THE VILLAGES OF CONCORD TO HAVE RESIDENTIAL SPRINKLER SYSTEMS.

CURVE NUMBER	RADIUS	CURVE TABLE			
		Δ	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	325.00'	03°-35'-34"	20.38'	20.38'	N 21°-52'-59" W
2	325.00'	09°-57'-51"	56.52'	56.45'	N 28°-39'-41" W
3	325.00'	50°-22'-28"	285.74'	276.63'	N 58°-49'-51" W
4	50.00'	12°-40'-09"	11.08'	11.03'	S 33°-34'-32" W
5	50.00'	46°-10'-03"	40.35'	39.29'	S 04°-05'-28" W
6	50.00'	118°-18'-50"	103.25'	85.88'	S 78°-11'-00" E
7	50.00'	62°-44'-58"	54.78'	52.06'	N 11°-17'-06" E
8	50.00'	28°-24'-09"	24.79'	24.53'	N 05°-53'-18" W
9	50.00'	31°-35'-51"	27.57'	27.23'	N 24°-06'-42" E
10	222.95'	16°-01'-16"	62.34'	62.14'	N 31°-53'-58" E
11	222.95'	17°-54'-15"	69.67'	69.39'	N 14°-56'-12" E
12	20.00'	89°-59'-51"	31.42'	28.28'	N 50°-59'-00" E
13	275.00'	04°-37'-15"	22.18'	22.17'	S 81°-42'-27" E
14	275.00'	29°-07'-26"	139.79'	138.29'	S 64°-50'-06" E
15	275.00'	22°-53'-21"	116.88'	115.98'	S 36°-05'-57" E
16	275.00'	05°-50'-20"	28.02'	28.01'	S 23°-00'-22" E
17	50.00'	90°-00'-00"	78.54'	70.71'	S 24°-54'-48" W
18	375.00'	02°-11'-32"	14.35'	14.35'	N 71°-00'-34" E
19	375.00'	15°-46'-41"	103.48'	103.16'	S 80°-00'-40" W
20	20.00'	90°-00'-24"	31.42'	28.28'	S 42°-54'-48" W
21	20.00'	89°-59'-29"	31.41'	28.28'	S 47°-05'-06" E
22	325.00'	18°-00'-20"	102.13'	101.71'	N 78°-54'-58" E

Choice One
Engineering

SIDNEY, OHIO 937.497.0020
LOVELAND, OHIO 513.228.8554
PORTLAND, INDIANA 260.766.2500
www.CHOICEONEENGINEERING.com

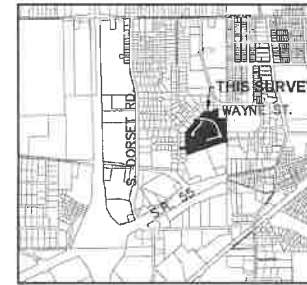
DATE:
04-26-2017

DRAWN BY:
AJB

JOB NUMBER:
MIATRO1705

SHEET NUMBER
2 OF 3

THE VILLAGES OF CONCORD PRELIMINARY PLAN SINGLE FAMILY



VICINITY MAP

VOLUME _____ PAGE _____
MIAMI COUNTY RECORDER'S RECORD OF PLATS

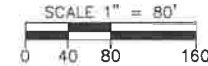
FEE \$ _____

MIAMI COUNTY RECORDER BY DEPUTY RECORDER

MIAMI COUNTY AUDITOR
APPROVED AND TRANSFERRED _____ 20____

MIAMI COUNTY AUDITOR BY DEPUTY AUDITOR

BEARINGS BASED ON RECORDER'S RECORD
OF PLATS, PLAT BOOK 16, PAGE 96



LEGEND

- 5/8" X 30" REBAR
W/CAP TO BE SET
- IRON PIN FOUND
- (NR) NON RADIAL LINE
- UTILITY EASEMENT LINE
- BUILDING SETBACK LINE
- (27) CONSTRUCTION LOT NUMBER

MINIMUM SETBACKS

- R5 FRONT 25'
SIDE 5'
REAR 30'
- R6 & R7 FRONT 25'
SIDE 5'
REAR 25'

AREA SUMMARY

35 BUILDING LOTS	6.727 AC.
COMMON AREA LOT	2.565 AC.
PRIVATE STREET R/W	0.736 AC.
TOTAL	10.028 AC.

DESCRIPTION:
BEING A REPLAT OF THE PARTS OF INLOT NUMBER 7189
NOT PLATTED AS THE VILLAGES OF CONCORD CONDOMINIUM
OWNED BY TROY INVESTMENT GROUP, LLC., AS RECORDED IN
OFFICIAL RECORD 472, PAGE 760 AND CONTAINING 10.028
ACRES.

NOTE:
LOT 32 HAS DISTANCE ALONG THE SETBACK LINE OF 50.56
FEET.

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF
THE SUBDIVISION HEREON PLATTED BASED ON AN ACTUAL
SURVEY PERFORMED UNDER MY DIRECTION. 5/8" X 30" IRON
PINS WITH CAPS WILL BE SET AT ALL LOT CORNERS.

ALLEN J. BERTKE, P.S. #8629

DATE



ChoiceOne
Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 941.178.8554
PORTLAND, INDIANA 250.766.2500
www.CHOICEONEENGINEERING.com

DATE:
04-26-2017
DRAWN BY:
AJB
JOB NUMBER:
MIATRO1705
SHEET NUMBER
1 OF 3

DEED REFERENCE
DEED BOOK 708, PAGE 48

CONDO 1, PG. 56	CONDO 1, PG. 72
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CONDO 1, PG. 59	CONDO 2, PG. 4
CONDO 1, PG. 65	REC. 14, PG. 97
CONDO 1, PG. 61	REC. 15, PG. 110
CONDO 1, PG. 66	REC. 16, PG. 96
CONDO 1, PG. 67	REC. 26, PG. 42
CONDO 1, PG. 69	LOT 17, PG. 165
CONDO 1, PG. 70	LOT 20, PG. 55
CONDO 1, PG. 71	LOT 23, PG. 97
	LND 55, PG. 74

10509
THE KROGER CO.

TRANSFERRED
Compliance with CAC 319.202
R/PEEBLES, Miami County A.

AUG 22 2000

J Fee \$
J 319.54 \$
C 322.02 \$
empt ☐

MIAMI COUNTY RECORDER
JOHN W. O'BRIEN

0293658

PRESENTED FOR RECORD
MIAMI COUNTY, TROY, OHIO

08-22-2000
REFERENCES
RECORDING FEE
PAGES:

1:36 PM
0
362.00
89

DECLARATION

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE

OF OHIO

FOR

VILLAGES OF CONCORD CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Declaration, with Bylaws and Drawings
attached, was filed with this office on August 22

2000.

Chris A. Peebles
Miami County Auditor

BY: Linda L. Linneman
Deputy Auditor

THIS INSTRUMENT PREPARED BY:

ALAN M. KAPPERS

DUNCAN & LOFEVERE CO., L.P.A.

210 WEST MAIN STREET

TROY, OHIO 45373

(937) 335-0511 (937) 335-5802 (fax)

4-7-2005

**VILLAGES OF CONCORD
CONDOMINIUM FEES**

WHAT IS INCLUDED IN THE \$150.00 PER MONTH FEE:

1. Starting up and closing the irrigation system.
2. Adjust each unit's irrigation system.
3. Winterize irrigation pump.
4. Winterize irrigation system.
5. Install and remove foundations.
6. Chemical lawn treatment--5 times per year for each unit.
7. Chemical lawn treatment--5 times per year for all common areas.
8. Tree and shrub program.
9. Mowing for each unit.
10. Mowing in all common areas.
11. Mulching each unit.
12. Mulching in all common areas.
13. Electric service to gates, fountains, irrigation pump and all lighting.
14. Gas, electric, phone, cable, pool chemicals and maintenance of activity building and pool.
15. Maintenance of all roads.
16. Snow removal for each unit and streets.
17. Exterior maintenance on each unit.
18. Maintenance and operation of activity building.
19. Insurance for Villages of Concord liability.
20. Taxes and insurance on activity building and all common areas.

James Matres 512-671 6333

Critical 9

Mike Hawk
339-1039

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DECLARATION

This is the Declaration of VILLAGES OF CONCORD CONDOMINIUM made on or as of the 17th day of August, 2000, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. RL HAWK, LLC, an Ohio limited liability company, hereinafter referred to as "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned Units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the condominium act.

DEFINITIONS

The terms in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating VILLAGES OF CONCORD HOMEOWNERS ASSOCIATION as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time.

2. "Association" and "VILLAGES OF CONCORD HOMEOWNERS ASSOCIATION" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the condominium act.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the condominium act.

4. "Bylaws" mean the bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the

Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the bylaws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the condominium act.

6. "Condominium" and "VILLAGES OF CONCORD CONDOMINIUM" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium act.

7. "Condominium act" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

8. "Condominium instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit." Individual contracts for the sales of Units, and attachments thereto, are Condominium instruments.

9. "Condominium organizational documents" means the Articles, the Bylaws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

10. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

11. "Declarant" means RL HAWK, LLC, an Ohio limited liability company, its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

12. "Declaration" means this instrument by which the Condominium Property is submitted to the condominium act, as this instrument may be lawfully amended from time to time.

13. **"Drawings"** means the drawings for the Condominium, as defined in the condominium act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

14. **"Eligible holder of a first mortgage lien"** means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

15. **"Limited Common Areas"** means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the condominium act.

16. **"Occupant"** means a person lawfully residing in Unit, regardless of whether that person is a Unit owner. An occupant must be older than fifty (50) years of age.

17. **"Person"** means a natural individual, limited liability company, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

18. **"Trustee" and "Trustees"** mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the condominium act.

19. **"Unit" and "Units"** mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the condominium act.

20. **"Unit owner" and "Unit owners"** mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the condominium act:

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Troy, Miami County, Ohio, is attached hereto and marked "Exhibit A", and incorporated herein by reference.

ARTICLE II

NAME

The name by which the Condominium shall be known is "VILLAGES OF CONCORD CONDOMINIUM".

ARTICLE III

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PURPOSES, RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed, for use for adult family residential living; to establish a Unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well-being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals over fifty (50) years of age and purposes customarily incidental thereto. Notwithstanding

the foregoing: (i) professional and quasi-professional occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, more Units as sales models and office; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owners' Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(c) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, if the Board elects to allow such pets, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no dogs shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets the right to prohibit such pets entirely, and the right to levy fines against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that

maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(d) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they were intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units provided, however, that unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, or enjoyment of the Unit owners and the occupants, subject to such rules and regulations as may from time to time be promulgated by the Board, and except as otherwise permitted by the Board. This shall not be deemed to prevent some Unit owners from enjoying substantial rights or advantages in a part or parts of the common areas by reason of their ownership of a particular Unit or Units.

The Board shall, if any question arises, determine the purpose for which a common area is intended to be used. The Board shall have the right to promulgate rules and regulations limiting the use of the common areas to certain or all Unit owners, their tenants, clients, guests, invitees and family as well as to provide for the exclusive use by a Unit owner and his guests for special occasions of any facility. Such use may be conditioned, among other things, upon the payment by the Unit owner seeking such use, of such assessment as may be established by the Board for the purpose of defraying the costs thereof.

(e) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, or as otherwise specified in this Declaration, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(f) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof,

unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(g) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(h) Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(i) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale; (iii) on the Common Areas and model Units, signs advertising the sale of Units by the Declarant during the initial sale period; (iv) on the Common Areas, signs advertising the sale of Units by Unit Owners, provided they are approved by the Board; and (v) on the Common Areas, street signs and a sign denoting the existence of the Condominium.

(j) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein, there shall not be constructed or maintained on any portion of the Common Areas anything other than facilities for the common use of all Units.

(k) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

(l) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utility lines or which may change the direction of the flow or drainage channels in the easements or which may obstruct or retard

the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) Renting and Leasing Prohibited. No Unit or part thereof, unless the same is owned by the Association, shall be leased or rented or used for transient or hotel purposes.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(p) No Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(q) Waste. Trash, garbage, or other wastes shall not be dumped, deposited or permitted to remain on the Common Areas except in covered sanitary containers placed for refuse collection by a refuse hauler.

(r) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to

each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(s) Additional Restrictions. The enumeration of the restrictions above is not intended to limit the applicability of any other restriction which may pertain to a Unit and which is contained within these Declarations, or the Bylaws insofar as such may pertain to any particular Unit.

ARTICLE IV

BUILDING DESCRIPTION

Section 1. Residential Buildings. There is one (1) building containing one (1) residential unit of three (3) bedrooms. Such building is located on a 2.236 acre tract of land on Paul Revere Way in Troy, Ohio.

The principal materials of which these buildings are constructed are wood, glass, concrete, brick and stone veneer asphalt shingles, drywall and insulation. The buildings are located as shown on the Drawings.

Section 2. Other Buildings. Upon the common areas will be erected roads, a clubhouse, swimming pool, walkways, wooden and concrete benches for the use and enjoyment of the Unit owners, their guests and invitees.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the VILLAGES OF CONCORD CONDOMINIUM Units is designated by a number on the Drawings where that Unit is located.

Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C" The location and designation of each Unit is also shown on the plot plan attached hereto as "Exhibit B".

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by and includes, the decorated exterior surfaces of the perimeter walls, the space immediately above that portion of the earth directly over which the building is constructed, and the finished exterior surface of the roof, all projected, if necessary, by reason of structural divisions, to constitute a complete enclosure of space, and all improvements within that space. Should two such Units have common perimeter wall or surface, the boundary of each such Unit will be the center of the common perimeter wall or surface. Without limiting the generality of the foregoing, each Unit shall include:

(i) the floors, ceilings, and interior and perimeter walls and surfaces, and the finishes attached thereto, including, but not limited to, paint, lacquer, varnish, wallpaper, carpet, tile, shingles, and concrete;

(ii) all windows, screens and doors, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(iii) all fixtures and appliances within the bounds of a Unit installed for the exclusive use of that Unit commencing at the point of disconnection from the structural body of the building or from the point of disconnection from utility pipes, lines or systems serving the entire building or more than one Unit thereof, whichever may be applicable, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, and air conditioning units and heat pumps, and components thereof, if any, serving only that Unit;

(iv) all grills, light fixtures, dust covers control knobs, switches, thermostats, base plugs, floor plugs and electrical outlets and connections affixed to or projecting from the walls, floors, roof and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(v) all space between perimeter surfaces, including the space occupied by structural and component parts or the building and by utility pipes, wires, ducts and conduits;

(vi) all plumbing, electric, air conditioning heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit;

(vii) the air conditioning pad, compressor, duct and conduits thereto;

(viii) all wood decks, patios and porches;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(i) all plumbing, electric, heating, cooling and other utility or service lines, fixtures, pipes, sump pumps and accessories thereto, wires, vents, chimneys ducts and conduits which are located within the bounds of the Unit, but which do not exclusively serve such Unit.

(b) Unit Sizes, Locations and Components. The number of rooms, dimensions layout, access to common areas and limited common areas and location of each part of each Unit is shown on the Drawings and Exhibits attached hereto. The undivided interest in the Common Areas, and area or each Unit are shown on the attached Exhibit D.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas Description. Those portions or the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas. In addition, all plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts and conduits which serve only one (1) Unit, and which do not constitute a portion of a Unit, shall be Limited Common Areas for the exclusive use of the Unit served thereby.

Section 3. Undivided Interest. The undivided interest in the Common Areas of each Unit is shown on the attached Exhibit D, or as may result pursuant to a division or combination of a Unit or Units as provided in this Declaration, and shall bear such percentage of the common expenses of the condominium. The undivided interest of each initial Unit in the common areas has been determined and fixed by the Declarant by assigning to each Unit a par value of one (1). The undivided interest is then calculated by dividing the Unit's par value (1) by the total par value of all Units. The undivided interest in the common areas shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas.

If at a later time the Condominium is expanded, as hereinafter provided in Article XXI, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the undivided interest of each Unit added shall be the same as each other Unit and so that the undivided interest of a Unit is in the same ratio as those interests are with respect to the Units initially a part of the Condominium.

Section 4. Alteration and Improvement of Common Areas. The Board of Trustees shall have the right to make or cause to be made such alterations and improvements to the common areas as in its opinion may be beneficial or necessary, subject however, to the requirements that, if such alteration or improvements shall cost more than 15% of the then current estimated annual budget (including reserves), and such alteration or improvement is to be paid for by the Association, then such alteration or improvement shall be approved by more than 50% in common interest of the Unit owners, voting at a meeting duly called pursuant to the Bylaws. Alterations or improvements costing less than 15% of the condominium's then current estimated annual budget may be made by the Board of Trustees and the costs thereof shall constitute a part of the common expenses. Before undertaking such work, the Board may require the consent in writing of such Unit owners and the holders of first mortgages thereon, whose rights, in the sole opinion of the Board, may be prejudiced by such alteration or improvement. When in the sole opinion of the Board, the alteration or improvement is general in character, including, but not limited to, reasonable repair and maintenance of the building housing the Unit, the costs therefor shall be assessed as common expenses.

When an improvement, is exclusively or substantially for the benefit of one or more Unit owners that request it, the cost shall be assessed against such owner or owners in such proportion as the Board shall determine is fair and equitable. Nothing herein contained shall prevent the Unit owners affected by such alteration or improvement from agreeing in writing, either before or after the assessment is made, to be assessed in different proportions.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The VILLAGES OF CONCORD HOMEOWNERS ASSOCIATION has been formed to be and to serve as the Unit owners' association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit owners association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit owner shall be entitled to vote on all matters put to a vote at all meetings or Unit owners. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by Declarant the Unit owners shall meet, and shall elect not less than one third of the members of the Board. For purposes of computing the undivided interests referred to in this paragraph, those interests shall be computed by comparing the number of Units sold and conveyed to the total number of Units (50).

Within thirty days after the earlier of (a) two years from the date of the establishment of the Association, and (b) the sale and conveyance, to purchasers in good faith and for value, or Units to which seventy-five (75%) percent of the undivided interests in the Common Areas appertain, the Association will meet and all Unit owners, including Declarant, shall elect three (3) Trustees to replace all of those Trustees earlier elected or designated by the Unit owners or Declarant, respectively, and elect new officers of the Association. The terms of the three Trustees shall be staggered so that the terms of one-third (1/3) of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such meetings the successor to the Trustee whose term expired shall be elected to serve a three-year term.

The Board of Trustees shall be owners, mortgagees, or spouses of owners of Units or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership or in the case of corporate owners or mortgagees, shall be officers, directors, shareholders, employees or agents of such corporations or in the case of limited liability company owners or mortgagees, shall be members or managers of such limited liability company, or in the case of fiduciary owners or mortgagees, shall be the fiduciary or officers, agents or employees of such fiduciary or in the case of the Declarant, shall be designees of the Declarant.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

Section 5. Authority. The Board shall have all authority and responsibility to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act; that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement

for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) day written notice.

Section 7. Bylaws. The affairs of the condominium shall be governed and controlled pursuant to these Declarations and the Bylaws. The Bylaws are attached hereto as Exhibit "E" and made part hereof by reference.

Section 8. Power of Attorney. Each Unit owner shall and hereby does, by acceptance of a deed to a Unit, irrevocably appoint the Board, its attorney-in-fact, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit owners; and to convey sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such Unit so acquired or to sublease any Units so leased by the Board; and to grant, bargain, sell or convey an easement on and about the Common Areas for such purposes and under such terms as the Board may in its sole discretion deem to be in the best interests of the Association, or any one of or all of the Unit owners.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business which is Miami County, Ohio, where the Condominium is situated is:

Roger D. Hawk
1001 Laurel Tree Court
Troy, Ohio 5373

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to, utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Areas. However, in the event the need for maintenance of any part of the Common Areas is caused by the negligence or intentional act of any Unit owner or occupant, their guests, clients, patients, or invitees, and the cost of such repairs is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance has been so caused and by whom shall be made by the Board.

Except as modified by the rules and regulations as the Board may adopt from time to time the responsibility for and repair of the Limited Common Areas shall be born by the Association. Such expenses for repairs and maintenance shall be deemed common expenses. Notwithstanding the above, the repair and maintenance of any wood deck, patio or screened-in patio, shall be the individual responsibility of the Unit owner who enjoys the exclusive benefit and use of the Limited Common Area upon which the wood deck, patio or screened-in patio, if any, rests.

Section 2. Individual Responsibility. The responsibility of each Unit owner shall be as follows:

(a) To maintain, repair, and replace at his expense all portions of his Unit, any Limited Common Areas for which he is responsible, and all internal installations of such Unit or Limited Common Areas, such as appliances, heating, plumbing, electrical and air conditioning fixtures or

installations, and any portion of any other utility service facilities located within the Unit boundaries, and which exclusively serve such Unit.

(b) To maintain and repair all windows and doors of his Unit and of all associated structures and fixtures therein which are appurtenances to his Unit. The foregoing includes without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances.

(c) To perform his responsibilities in such a manner so as not unreasonably to disturb other persons occupying Units within the Condominium.

(d) To maintain, repair or replace at his own expense all portions of the Unit, and any Limited Common Areas for which he is responsible, which may cause injury or damage to the other Units or to the common elements.

(e) To paint, wallpaper, decorate and maintain the interior and exterior surfaces of all walls, roofs ceilings and floors within the Unit and any Limited Common Areas for which he is responsible.

(f) To refrain from repairing, altering, replacing painting, decorating or changing the exterior of the Unit or any Limited Common Areas for which he is responsible or any exterior appendages whether exclusively used by the Unit owner or otherwise without obtaining the consent of the Board of Trustees.

(g) To promptly report to the Association or its agent any defect or need for repairs, the responsibility or which is with the Association.

(h) Not to make any alterations in the portions of the Unit or the building which are to be maintained by the Association or remove any portion thereof or make any addition thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Trustees of the Association, nor shall any Unit owner impair any easement without first obtaining the written consent of the Board of Trustees of the Association and of the owner or owners for whose sole benefit such easement exists.

(i) To use all Common Areas and Facilities in a manner as will not restrict, interfere, or impede the use thereof by the other Unit owners, and to operate in a manner consistent with the rules and regulations from time to time promulgated by the Association.

In the event a Unit owner shall fail to make any such repair or perform such maintenance as is required herein, or in the event the need for maintenance or repair of any part of the Common Areas is caused by the negligence or intentional act of any Unit owner, occupant or client, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. Determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

INCREASES AND DECREASES IN SIZE AND NUMBER OF UNITS

Any Unit owner or owners shall have the right to divide or combine Units owned by such Unit owner or owners so long as the common interest appurtenant to such Units after such division or combination shall equal in total the common interest applicable to the Unit or Units divided or combined prior to such division or combination. Any such division or combination shall require the written consent of the Board of Trustees and shall be in compliance with all governmental laws, codes, ordinances, and regulations. The cost of any such division or combination shall be the responsibility of the owner or owners of the Units being divided or combined. Any such division or combination shall become effective upon the recording in the Miami County, Ohio Recorder's Office of an amendment to this Declaration executed by the owners of the Unit or Units so divided or combined together with the filing of drawings showing all particulars of the division or combination including, the layout, location, designation and dimensions of the Units as divided or combined.

ARTICLE XI

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility and other services separately metered or

separately charged by the utility or other company to that Unit. In the event any utility or other service is not separately metered or charged the cost thereof shall be billed to the Association and paid by the Association as a common expense of the condominium, provided however, that the Board may elect to specially allocate and apportion expenses including, but not limited to, water, sewer, trash collection, cable television telephone, and other charges, based on special or exclusive availability or use thereof by particular Unit owners.

ARTICLE XII

INSURANCE, LOSSES, BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Areas against loss or damage by fire, lightning and such other hazards as are ordinarily insured against by fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such buildings and structures, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the Board. This insurance:

(a) may provide coverage for built-in or installed improvements, fixtures and equipment, and may provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) shall be obtained from a reputable insurance company authorized to write such insurance in the State of Ohio;

(c) shall be written in the name of the Association for the use and benefit of the Unit owners;

(d) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees as their interests may appear; and,

(e) unless otherwise determined by the Board shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Areas. If that premium is not paid by the Unit owner, it shall constitute special individual Unit assessment, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Trustees, and the Unit owners and occupants, with such limits as the Board may determine, covering claims for personal injury, disease, illness, death and property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner or occupant because of negligent acts of the Association, the Board, or other Unit owners or occupants.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 4. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence or such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of

proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, business interruption insurance, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver or subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible holders or first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same

force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 7. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to persons handling Association funds in amounts deemed reasonably necessary by the Board to protect against substantial losses.

Section 8. Association to Act for Unit Owner. Each Unit owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and maliciousness, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium property, his Unit and his interest in the Common Areas with such insurer as may, from time to time, provide such insurance for the Condominium property. Without limitation of the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and distribute the same to the Association, the Unit owners and respective mortgagees, as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit owners and Condominium as shall be necessary or convenient in dealing with any insurance purchased by the Association.

Section 9. Prohibition. Under no circumstances shall Unit owner permit or suffer anything to be done or left in such Unit owner's Unit which will increase the insurance rates on such Unit or on any other Unit or on the Common Areas.

ARTICLE XIII

DAMAGE, RESTORATION, REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in the Condominium, the Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction. In

such an event, all of the Condominium Property shall be sold as upon partition.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interest may appear), in proportion to their undivided interests in the Common Areas. No Unit owner is entitled to receive any portion of his share of such proceeds until all liens and encumbrances of his Unit have been paid, released or discharged.

Section 2. Rehabilitation and Renewal. The Association with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIV

CONDEMNATION

In the event any Unit or the Common Areas, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit or the net proceeds of any award or settlement. Each Unit owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition. No Unit owner shall prejudice or impair the action of the Board in contesting such condemnation, which shall be the exclusive right of the Board as it concerns or affects the use of the Common Areas.

ARTICLE XV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress to and egress to the members of that Unit owner's family and to occupants, clients, guests and invitees of the Unit owner.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. Any damage resulting to a particular Unit as a result of the Association's maintenance or operation shall be repaired by the Association, the cost of which shall be a common expense to all of the Unit owners.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist. Provided, however, that no valid easement for any encroachment shall be created in favor of the owner of any Unit or in favor of the Common Areas if such encroachment is caused by the willful conduct of said Unit owner.

Section 4. Easement for Support. Every portion of building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support

for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities and Services. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities and services, including, but not limited to water, sewer, gas, telephone, electricity, burglar alarms, protection devices, master television antennas and cable television. By this easement it shall be expressly permissible for the providing utility or service company to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or service company request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Each Unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for, and in the name of, such Unit owner and/or the Association, such instruments as may be necessary to effectuate the foregoing.

Section 6. Easement for Other Services. A nonexclusive easement is hereby granted to all police, firemen ambulance operators, security personnel, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. A nonexclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit or future owners and occupants of the area into which the Condominium may be expanded ("the additional property"), hereinafter described, for pedestrian and vehicular access over the Common Areas for ingress and egress to and from the additional property, and each part thereof, and a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into and make connections with utility lines in the Common Areas, as permitted by public authority and the utility company involved, and to extend such lines into the additional property to service the same.

Section 8. Power of Attorney. Each Unit owner, by acceptance or a deed to a Unit, hereby irrevocably appoints the Association, its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable in the sole discretion of the Association's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Board, the Association, Declarant, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. The easements and grants provided herein shall run with the land, perpetually in full force and effect. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in a mortgage or other evidence of ownership or obligation, shall not defeat or fail to reserve said right of easement but such shall be deemed conveyed or encumbered along with the Unit.

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. Declarant for each Unit within the Condominium hereby covenants, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (a) annual operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Elements; Apportionment; Due Date.

(a) Annual Operating Assessments.

(i) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall

estimate, and prorate among the Units on the basis or the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

- a. the estimated next fiscal year's cost of the maintenance, repair, and other service to be provided by the Association;
- b. the estimated next fiscal year's cost for insurance and bond premiums to be provide and paid for by the Association;
- c. the estimated next fiscal year's cost for utility services not separately metered;
- d. the estimated amount required to be collected to maintain a general operation reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- e. an amount deemed adequate by the Board to maintain a reserve for the costs of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each

separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(iii) The annual operating assessment shall be payable in advance, in equal monthly installments provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth. The monthly assessments for each Unit may be increased by the Association at anytime, and from time to time, in the fiscal year. The increased amount may be based upon a percent increase to be determined by the Association and may be applied to the existing monthly assessment. Any increase by the Association as authorized herein shall become effective on the first day of the next calendar month.

(v) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profit nor available, except on dissolution of the Association, prorated in accordance with each respective Unit's undivided interest in the Common Areas, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(i) In addition to the annual operating assessments, the Board may levy, in any fiscal year special assessments to construct, reconstruct or replace capital improvements on the Common Areas to

the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor other than in accordance with Article VI, Section 4 herein.

(ii) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notices to the Unit owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs which are the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, arbitration charges and any and all costs of foreclosure or enforcement proceedings, including attorneys' fees). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in the Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first

installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may do any or all of the following: (i) declare the entire unpaid balance of the assessment immediately due and payable; (ii) charge interest on the entire unpaid balance (or on an overdue installment alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the rate or ten percent (10%) per annum;

(b) The Association shall have a lien upon the estate or interest in any Unit of the owner thereof and the owner's undivided interest in the Common Areas for the payment of all or any portion of the unpaid balance of any assessment chargeable against such Unit which remains unpaid for ten (10) days after the same has become due and payable, from the time a certificate therefor, subscribed by the President of the Association, or some other duly authorized officer, is filed with the Recorder of Miami County, Ohio, pursuant to the authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof and the amount of the unpaid portion of the assessments, and shall be signed by the President or other chief officer of the Association.

(c) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction or mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(d) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Miami County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(e) Each such assessment, together with interest, costs and reasonable attorneys' fees involved in the collection thereof, shall also be the joint and several personal obligation of the Unit owner or owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, costs and fees shall not be the personal obligation of that owner's or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason or the transfer, but shall continue unaffected thereby.

(f) The Association, as authorized by the Board may file a lien or liens to secure payment of delinquent assessments, interest, costs, and reasonable attorneys' fees involved in the collection thereof, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(g) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by waiver of the use and enjoyment of or by non-use of the Common

Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President, Vice-President, Treasurer, Secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVII

NOTICES TO MORTGAGEES

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

1. Any proposed amendment of the Condominium organizational documents effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted;
2. Any proposed termination of the Condominium as a condominium regime;

3. Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof of which the Board obtains notice;
4. Any significant damage or destruction to the Common Areas;
5. Any decision by the Association not to restore substantial damage or destruction;
6. Any decision by the Association to renew or rehabilitate the Condominium Property;
7. Any decision by the Association to construct new capital improvements or to replace existing improvements;
8. Times and places of Unit owners' meetings; and
9. Any default under the Condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) shall require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing:

- (a) the consent of all Unit owners shall be required for any amendment effecting a change in:
 - (1) the boundaries of any Unit;
 - (2) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

- (3) the number of votes in the Association appertaining to any Unit; or
 - (4) the fundamental purposes to which any Unit or the Common Areas are restricted; and
- (b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium in accordance with Article XIX.
- (c) Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant) for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, and to execute any and all documents deemed necessary or desirable by Declarant to conform to requirements of any lending institution in order to issue a mortgage loan, or to correct scrivener or typographical errors; provided, that if any amendment adversely affects the value, or priority, or the security of any mortgagee of record, the written consent of such mortgagee to that amendment shall be required; and further provided that if there is a Unit owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents hereinbefore provided in writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Miami County, Ohio.

ARTICLE XIX

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit owners, by affirmative vote of the Unit owners exercising not less than eighty percent (80%) of the voting power of the Unit owners, may elect to remove the Condominium Property from provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Miami County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Trustees of the Association who shall certify therein, under oath, that all liens and encumbrances, excepting taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities, have been paid, released or discharged, and shall also be signed by all of the Unit owners, each of whom shall certify therein, under oath, that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

Upon removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants and other rights, benefits, privileges, impositions obligations and responsibilities declared herein to run with the land or any Unit, shall terminate and be of no further force nor effect.

ARTICLE XX

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items or that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to Declarant. If, in the case of any such sale, a

deposit or down payment of \$2,000.00 or more is held for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors or Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-laws.

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

(a) **Units.** Except as provided in subparagraph (c) below, Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year from the date the deed from Declarant is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value.

(b) **Common Areas and Facilities.** Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years from: (i) for property submitted by the original

Declaration, the date the deed or other evidence of ownership is filed for record following the sale of the first condominium ownership interest in the development to a purchaser in good faith for value; or (ii) for any additional property submitted by amendment to the Declaration, the date the deed or other evidence of ownership is filed for record following the sale of the first condominium ownership interest in the additional property to a purchaser in good faith for value.

(c) Appliances, etc. In the case of ranges, range hoods, refrigerators, washing machines, trash compactors, clothes dryers, hot water heaters, garbage disposals, furnaces, air conditioners, and other similar appliances, if any, installed and furnished by Declarant as part of the Unit, Declarant hereby assigns to the buyers all express and implied warranties of the manufacturer, and Declarant's warranty with respect to such items is limited to Declarant's warranty that the same have been properly installed.

(d) Extended Warranties. Declarant hereby assigns to the buyers any warranties made to Declarant that exceed the time periods for warranties that Declarant has given to the buyers by this limited warranty.

(e) Limitations.

- (i) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at Declarant's cost, items containing defects covered by Declarant's warranty.
- (ii) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.
- (iii) Implied warranties, if any, are limited to one year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful, or as otherwise limited herein.
- (iv) These written warranties are the only express warranties Declarant gives to the buyers unless additional warranties are included in a

written contract between Declarant and the buyers.

- (v) Any request for service must be sent in writing to Declarant at 1001 Laurel Tree Court, Troy, Ohio 45373, or at such other address as Declarant may designate, from time to time, in writing to the buyers. Declarant or Declarant's designated representative will commence performance of Declarant's obligations under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible.

(f) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

ARTICLE XXI

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit owner's consent is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record, renewable for an additional seven (7) year period at the option of the Declarant, unless Declarant, by written notice to the

Association, elects to waive that option effective at a time prior to the expiration of that seven (7) year period, or the renewal thereof. There are no other circumstances that will terminate that option prior to the expiration of that seven (7) year period.

Section 4. Legal Description. A legal description, by metes and bounds, of all additional property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium act as part of this condominium, is attached hereto and marked "Exhibit H", and referred to herein as "the additional property".

Section 5. Composition of Portions Added. Neither all nor any portion of the additional property must be added to the Condominium Property, nor, if any of the additional property is added, shall it be required that a particular portion of the additional property must be added, provided that portions added meet all other requirements set forth in this article. Except as expressly provided in this article, there are no limitations on the portions of the additional property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the additional property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the additional property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the additional property and added to the Condominium Property is fifty (50), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the additional property that is not added to the Condominium Property. Subject to the foregoing

total maximum of Units that may be added to the Condominium Property, the maximum number of units per acre that may be created on any portion of the additional property added to the Condominium Property is 44 (50).

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the additional property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number or dwelling units in a building, or variances in set-backs or locations of structures in relation to other improvements.

Section 11. Improvements other than Structures. If all or a portion of the additional property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property may be constructed on that additional property. Also, a swimming pool, clubhouse and similar amenities may be constructed on the additional property. No non-structural improvements must be made. Improvements to any portion of the additional property added to the Condominium Property, other than structures, shall have no restrictions or limitations.

Section 12. Types of Units. All Units that are created on all or any portion of the additional property and added to the Condominium Property shall be of a residential type, but need not be substantially identical to the Units then on the Condominium Property. There are no other limitations as to the types of Units that may be created on the additional property. However, any additional Units must be constructed in accordance with Section 10 of this Article.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the additional property

added to the Condominium Property to create Limited Common Areas therein of substantially the same type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, a green-space area, for the exclusive use and benefit of the Unit owners and occupants of the Unit served by the same. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion and other factors presently undetermined.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit I" is a plot plan showing the location and dimensions of the Condominium Property and the additional property. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the additional property to the Condominium Property it shall file drawings and plans with respect to the additional property as required by the Condominium act.

Section 15. Procedures for Expansion. All or any portion of the additional property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and lessees of the land so added, in the manner provided by the Condominium act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the additional property and improvements thereon added, required by the Condominium act.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the additional property to the Condominium Property:

- (a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

- (b) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and
- (c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided, with each Unit that is created or proposed to be created assigned a par value of one (1); and
- (d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XXII

GENERAL PROVISIONS

Section 1. Condominium Instruments. The Condominium act requires certain provisions and information to be provided in the "Condominium instruments". Provisions regarding deposits, warranties and other items may be set forth in individual Unit sales contracts and attachments thereto, in the cases of sales by Declarant, and those items are incorporated herein by reference.

Section 2. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 3. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefitting Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by

Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 5. Gender and Grammar. The singular or plural wherever used herein shall be construed to mean the plural or singular, respectively, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 6. Captions. The captions of the various provisions of this Declaration are not part of the context hereof but are merely labels to assist in locating the various provisions hereof.

Section 7. Interpretation. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

Section 8. Default and Foreclosure of Mortgages or Other Liens on Units. Upon the happening of a default under the terms of an authorized first mortgage which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given to the Board, but the failure to give such notice shall not prevent the holder from instituting a foreclosure action and joining the Association as a party defendant therein.

The Board of Trustees in the name of the Association shall have the following rights, powers and privileges with respect to authorized first mortgages in default:

- (a) By and with the consent of the holder thereof, to remedy the defaults existing under the terms of the mortgage and to put the same in good standing. In the event the Board shall make the advances necessary to remedy the defaults, the Association shall be deemed to hold the junior participating interest in the obligation and mortgage for the sum of principal together with interest, costs, disbursements, counsel fees, insurance taxes or other charges so advanced with the right to foreclosure of such junior participating interest against the defaulting Unit owner for the benefit of the remaining Unit owners. The holder of the mortgage shall in no event, be required, or have the obligation to collect the junior interest so created on behalf of the Association.
- (b) To acquire by assignment either before or after the institution of foreclosure action from the holder thereof, said mortgage in the name of the Association or in the name of their designated nominee with all powers and rights of the holder against the defaulting Unit owner including the right to foreclosure of the same for the benefit of the remaining Unit owners.
- (c) To accept from the defaulting Unit owner a deed transferring the Unit and its common interest and by and with the consent of the holder of the

mortgage to remedy the defaults existing under the terms thereof for the benefit of the other Unit owners.

- (d) To continue any pending action or to institute an action to foreclose any mortgage taken by assignment under subdivision (b) hereof, or take a deed in lieu or foreclosure of the mortgage. In no event shall a Unit owner be relieved from liability already incurred for past due common expenses and charges nor be relieved from personal liability on a bond, note or other obligation by reason of any conveyance made under subdivision (c) hereof or under this subdivision.

The Association shall be a necessary party in every action brought to foreclose any mortgage or other lien affecting a Unit. The Association shall be entitled to bid at any sale, whether the action be in its name or it be a defendant therein, and to purchase any Unit at such sale for such amount as shall be approved by majority of the members of the Board of Trustees of the Association taking into consideration the amount due the plaintiff, the costs and disbursements, and all other charges affecting the Unit. The Association shall not, however, be limited in its bidding to such amount or total but may bid any higher sum that it finds necessary in order to protect the interest of the other Unit owners.

IN WITNESS WHEREOF, the undersigned, RL HAWK, LLC, an Ohio limited liability company, by ROGER D. HAWK, Member, has executed this instrument this 17th day of August, 2000.

Signed and acknowledged
in the presence of:

RL HAWK, LLC

Allen B. Hawk
Allen B. Hawk

By: Roger D. Hawk
ROGER D. HAWK, Sole Member

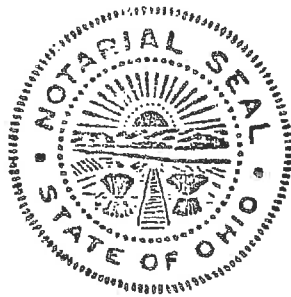
STATE OF OHIO, COUNTY OF MIAMI, SS:

Before me a Notary Public in and for said County and State, personally appeared the above named RL HAWK, LLC, an Ohio limited liability company, by ROGER D. HAWK, Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Troy, Ohio, this 17th day of August, 2000.


NOTARY PUBLIC

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ALAN M. KAPPERS, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration
Date Section 147.03 O.R.C

RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING
16 East Water Street
Troy, Ohio 45373

June 26, 2000

Description of Street Easement Areas for the Villages of Concord Condominiums Section One (Common Area):

situate in the State of Ohio, County of Miami, City of Troy and being street easement areas in the Villages of Concord Condominiums Section One, which shall be known as Paul Revere Way and Lantern Lane, and is Part of Inlot 7189, in said City, more particularly described as follows:

Beginning at an iron pin which marks the Southeast corner of Inlot 7890, as shown on Oakmont Subdivision Section Two;

thence South $84^{\circ} 01' 05''$ East, 199.76 feet to an iron pin marking the P.C. of a curve to the right having a radius of 325.00 feet;

thence Southeasterly with said curve to the right a total arc distance of 362.64 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $63^{\circ} 55' 51''$ and the long chord bears South $52^{\circ} 03' 08''$ East and is 344.12 feet in length;

thence South $20^{\circ} 05' 12''$ East, 133.86 feet to an iron pin marking the P.C. of a curve to the left having a radius of 50.0 feet;

thence Southeasterly, with said curve to the left, a total arc distance of 36.14 feet to an iron pin marking a PRC of a curve to the right having a radius of 50.0 feet, the central angle of this arc is $41^{\circ} 24' 29''$ and the long chord bears South $40^{\circ} 47' 26''$ East and is 35.35 feet in length;

thence Southeasterly with a curve to the right having a radius of 50.00 feet, a total arc distance of 72.12 feet to an iron pin, the central angle of this arc is $82^{\circ} 38' 45''$ and the long chord bears South $20^{\circ} 10' 24''$ East and is 66.03 feet in length;

thence South $68^{\circ} 50' 56''$ East, 116.45 feet to a point;

thence South $1^{\circ} 57' 56''$ East, with the East line of Inlot 7189, a total distance of 90.00 feet to an iron pin;

thence South $88^{\circ} 02' 04''$ West, 81.20 feet to an iron pin;

thence North $26^{\circ} 47' 47''$ West, 121.17 feet to a point;

thence Southwesterly, with a curve to the right, having a radius of 50.00 feet, a total arc distance of 41.99 feet to an iron pin marking the PRC of a curve to the left having a radius of 50.0 feet, the central angle of this arc is $48^{\circ} 07' 12''$ and the long chord of this arc bears South $87^{\circ} 15' 45''$ West and is 40.77 feet in length;

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— Street Easement Areas for Villages of Concord Condominiums continued —

- thence Northwesterly, with said curve to the left, a total arc distance of 36.14 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $41^{\circ} 24' 37''$ and the long chord of this arc bears North $89^{\circ} 22' 54''$ and is 35.36 feet in length;
- thence South $69^{\circ} 54' 48''$ West, 293.86 feet to an iron pin;
- thence North $20^{\circ} 05' 12''$ West, 50.00 feet to an iron pin;
- thence North $69^{\circ} 54' 48''$ East, 285.00 feet to a point marking the P.C. of a curve to the left having a radius of 50.0 feet;
- thence Northeasterly, with said curve to the left, a total arc distance of 78.54 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $90^{\circ} 00'$ and the long chord of this arc bears North $24^{\circ} 54' 48''$ East and is 70.71 feet in length;
- thence North $20^{\circ} 05' 12''$ West, 125.00 feet to an iron pin marking the P.C. of a curve to the left having a radius of 275.00 feet;
- thence Northwesterly, with said curve to the left, a total arc distance of 306.85 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $63^{\circ} 55' 51''$ and the long chord of this arc bears North $52^{\circ} 03' 08''$ West and is 291.17 feet in length;
- thence North $84^{\circ} 00' 44''$ West, 79.76 feet to an iron pin marking the P.C. of a curve to the left having a radius of 20.00 feet;
- thence Southwesterly, with said curve to the left, a total arc distance of 31.42 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $90^{\circ} 00'$ and the long chord of this arc bears South $50^{\circ} 58' 56''$ West and is 28.28 feet in length;
- thence Southwesterly, with a curve to the right, having a radius of 222.95 feet, a total arc distance of 132.02 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $33^{\circ} 55' 42''$ and the long chord of this arc bears South $22^{\circ} 56' 46''$ West and is 130.10 feet in length;
- thence South $39^{\circ} 54' 37''$ West, 188.02 feet to an iron pin marking the P.C. of a curve to the left having a radius of 50.0 feet;
- thence Southwesterly, with said curve to the left, a total arc distance of 52.36 feet to an iron pin marking the PRC of a curve to the right, having a radius of 50.00 feet, the central angle of this arc is $59^{\circ} 59' 57''$ and the long chord of this arc bears South $9^{\circ} 54' 30''$ West and is 50.00 feet in length;
- thence Northwesterly, with said curve to the right, a total arc distance of 209.44 feet to an iron pin marking the P.T. of said curve, this central angle of this arc is $239^{\circ} 59' 57''$ and the long chord of this arc bears North $80^{\circ} 05' 22''$ West and is 86.60 feet in length;

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-Street Easement Areas for Villages of Concord Condominiums Section One continued -

thence North $39^{\circ} 54' 37''$ East, 274.62 feet to an iron pin marking the P.C. of a curve to the left having a radius of 172.95 feet;

thence Northeasterly, with said curve to the left, a total arc distance of 102.41 feet to an iron pin marking the P.C. of a curve to the left, having a radius of 20.00 feet, the central angle of this arc is $33^{\circ} 55' 42''$ and the long chord of arc bears North $22^{\circ} 56' 46''$ East and is 100.92 feet in length;

thence Northwesterly, with said curve to the left, a total arc distance of 31.42 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $90^{\circ} 00'$ and the long chord of this arc bears North $39^{\circ} 01' 05''$ West and is 28.28 feet in length;

thence North $84^{\circ} 02'$ West, 30.00 feet to an iron pin;

thence North $5^{\circ} 58' 55''$ East, 50.00 feet to the place of beginning.

-The above described street easement area contains a total of 2.236 acres of which 1.9538 acres is in common area and 0.282 acres is in limited common area.

-Description prepared by Richard W. Klockner, Professional Surveyor #4370.


Richard W. Klockner, P. S.



THE VILLAGES OF CONCORD CONDOMINIUM SECTION ONE

CONDOMINIUM BOOK 1 PAGE 56

MIAMI COUNTY RECORDER'S
RECORD OF PLATS

RECEIVED FOR RECORD THIS 22nd DAY
OF August 2000, AT 2:23 PM.
FILE # 0293656 FEE \$ 21.60

John W. O'Brien
MIAMI COUNTY RECORDER
131 Angela Hall
BY DEPUTY RECORDER

DESCRIPTION
BEING A CONDOMINIUM CONSISTING OF 2.35 ACRES, SAME BEING PART OF PLOT 7189 IN THE CITY
OF TROY, MIAMI COUNTY, OHIO, AS SHOWN ON MIAMI COUNTY RECORDER'S RECORD OF PLATS BOOK 14,
PAGE 87, SAID PROPERTY ACQUIRED BY R L MARK, LLC, BY DEED FILED IN MIAMI COUNTY
RECORDER'S OFFICE IN DEED BOOK 708, PAGE 48

THE UNDERSIGNED OWNERS AND LIENHOLDERS HEREBY CONSENT TO AND JOIN IN THE SUBMISSION OF
THE LAND HEREIN DESCRIBED AND THEIR INTERESTS THEREIN TO THE CONDOMINIUM PLAN KNOWN AS
THE VILLAGES OF CONCORD CONDOMINIUM AS SET FORTH IN THE DECLARATION AND DRAWINGS OF SUCH
CONDOMINIUM AND IN THE BYLAWS AND ARTICLES OF INCORPORATION OF THE OWNERS ASSOCIATION,
SAID DOCUMENTS BEING FILED WITH THE RECORDER OF MIAMI COUNTY, OHIO, UNDER THE CONDOMINIUM
STATUTES OF THE STATE OF OHIO (CHAPTER 5311, OHIO REVISED CODE).

OWNER: R L MARK, LLC

Roger Hawk
ROGER HAWK, PRESIDENT

Rebecca Branson
WITNESS Rebecca Branson

Jessica A. Hogue
WITNESS Jessica A. Hogue

STATE OF OHIO - COUNTY OF MIAMI S.S.
BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED THE ABOVE
SIGNED PARTIES, WHO ACKNOWLEDGED THAT THEY DID SIGN SUCH INSTRUMENT AND THAT SAID INSTRUMENT
IS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT
Troy, OHIO, THIS 14th DAY OF August

Rebecca J. Branson NOTARY PUBLIC BY *12/06*

LIENHOLDERS: THE FIFTH THIRD BANK OF WESTERN OHIO, N.A.

Frank W. Wagner, II
FRANK W. WAGNER, II, VICE PRESIDENT

Rebecca Branson
WITNESS Rebecca Branson

C. Russell Baggett
C. RUSSELL BAGGETT, PRESIDENT

Jessica A. Hogue
WITNESS Jessica A. Hogue

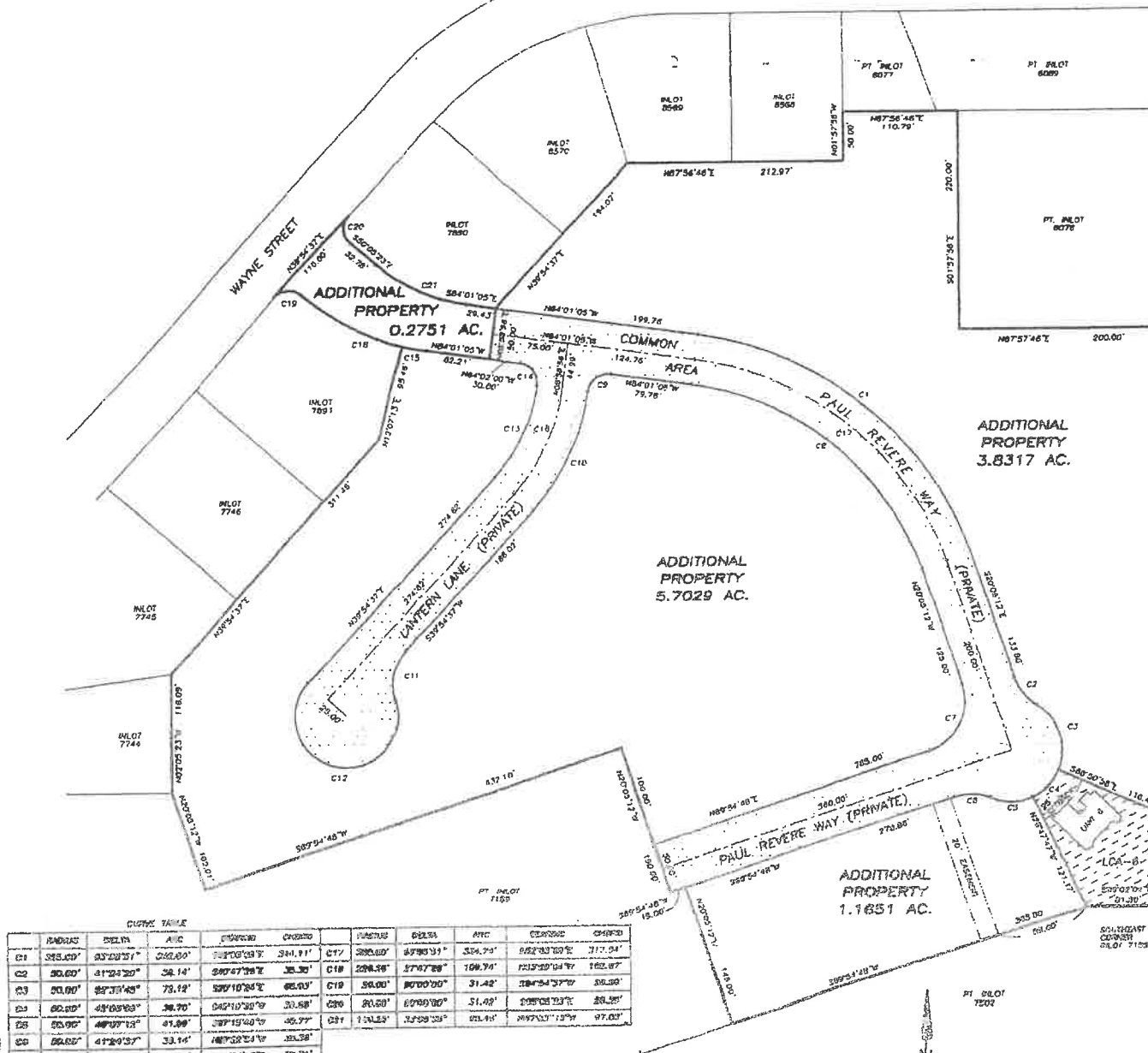
STATE OF OHIO - COUNTY OF MIAMI S.S.
BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED FRANK
W. WAGNER, II, VICE PRESIDENT AND C. RUSSELL BAGGETT, VICE PRESIDENT OF THE FIFTH THIRD BANK
OF WESTERN OHIO, N.A., THE CORPORATION WHO EXECUTED THE FOREGOING CONDOMINIUM PLAT, WHO
ACKNOWLEDGED THAT THEY DID SIGN SUCH INSTRUMENT AS SUCH OFFICERS IN BEHALF OF SAID
CORPORATION AND BY AUTHORITY OF THE CORPORATION'S BOARD OF DIRECTORS, AND THAT SUCH
INSTRUMENT IS THEIR FREE ACT AND DEED AS SUCH OFFICERS AND AUTHORIZES AND THE FREE ACT
AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT
Troy, OHIO, THIS 14th DAY OF August

Rebecca J. Branson NOTARY PUBLIC BY *12/06*

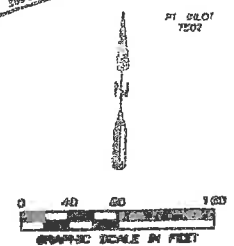
THESE DRAWINGS ACCURATELY SHOW THE LOTS, PLATS, AND INTERESTS THEREIN.
I HEREBY CERTIFY THIS CONDOMINIUM PLAT TO BE TRUE AND CORRECT.
ALL CURVE DISTANCES ARE MEASURED ON THE ARC, FROM THE CENTER OF THE CURVE TO THE POINTS.
P.C. AND P.T. POINTS.

Richard W. Klockner
RICHARD W. KLOCKNER, PROFESSIONAL SURVEYOR #4370
PROFESSIONAL ENGINEER #22703



DENOTES
COMMON
AREA
(1.034 AC.)

DENOTES
LIMITED
COMMON AREA
(0.287 AC.)

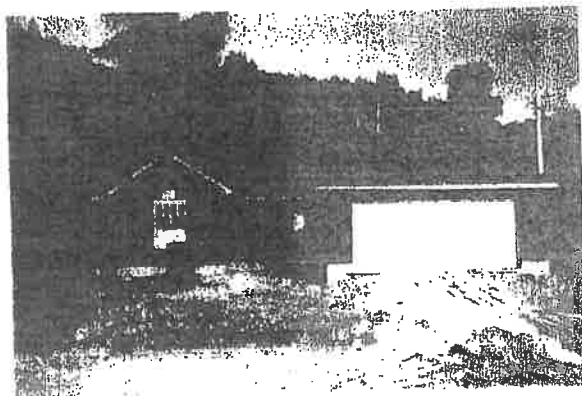


THE VILLAGES OF CONCORD CONDOMINIUM
CITY OF TROY, MIAMI COUNTY, OHIO
R L MARK, LLC
RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING & LAND SURVEYING
TROY, OHIO 45373 (937) 338-5331
DRAWN BY: D6S
CHECKED BY: *[Signature]*
PAGE 1 OF 2

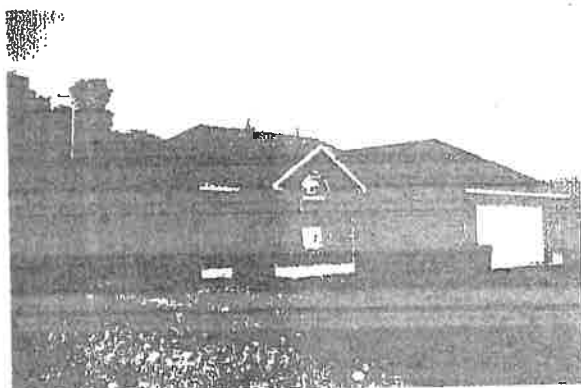
THE VILLAGES OF CONCORD CONDOMINIUM SECTION ONE

CONDOMINIUM BOOK 1 PAGE 56A
MIAMI COUNTY RECORDER'S
RECORD OF PLATS

ELEVATIONS



FRONT

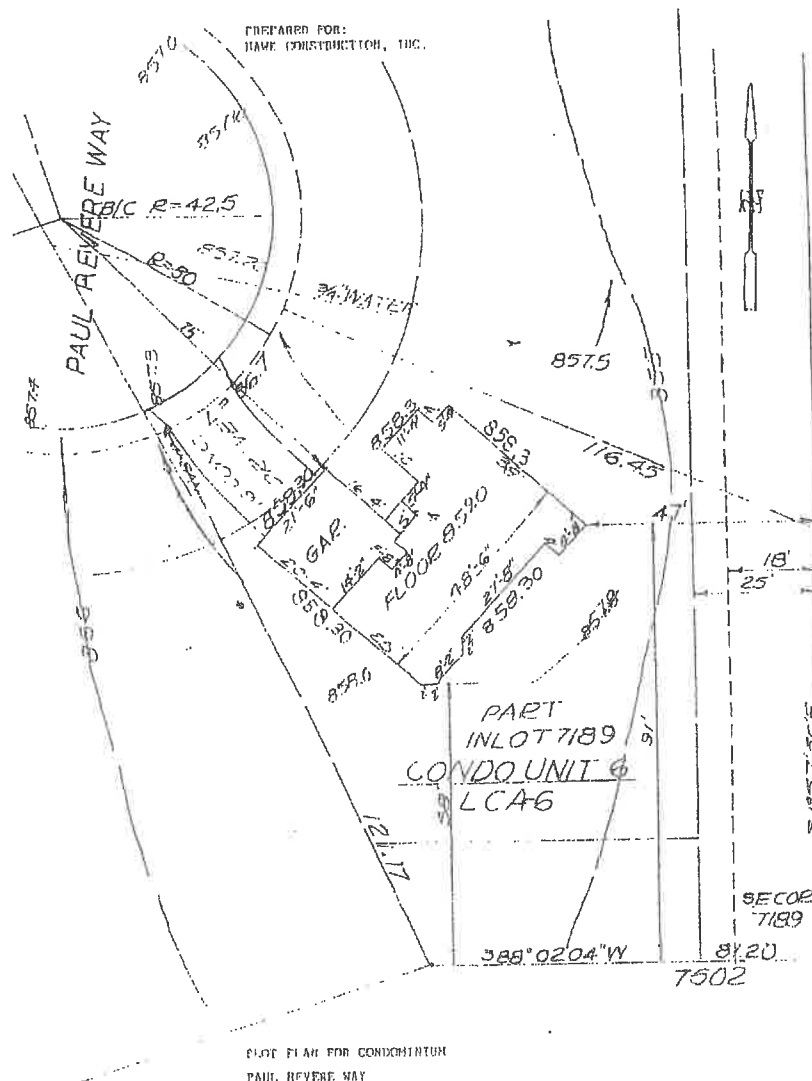


LEFT SIDE

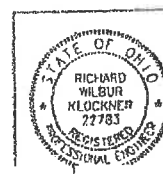


RIGHT SIDE

PLOT PLAN



PLOT PLAN FOR CONDOMINIUM
PAUL REVERE WAY
TROY, OHIO
PART IN LOT 7189
VILLAGE OF CONCORD CONDOMINIUMS
SCALE: 1" = 20'
DATED: MARCH 28, 2000



THE VILLAGES OF CONCORD CONDOMINIUM
CITY OF TROY, MIAMI COUNTY, OHIO
R L HAWK, LLC
RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING & LAND SURVEYING
TROY, OHIO 45373 (937) 339-5331

DRAWN BY: DGS

PAGE 2 OF 2

EXHIBIT D

<u>UNIT DESIGNATION</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>	<u>PAR VALUE</u>	<u>UNDIVIDED OWNERSHIP INTEREST IN THE COMMON AREAS</u>
6	1900	1	100%

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EXHIBIT E

BYLAWS
(Code of Regulations)

OF

VILLAGES OF CONCORD HOMEOWNERS ASSOCIATION
- - - - -

ARTICLE I

NAME AND LOCATION

The name of the Association is Villages of Concord Homeowners Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provision of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provision of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' Association for Villages of Concord Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of Unit owners ("members") and of the Trustees ("Board of Trustees") of the Association shall be at such place in Miami County, Ohio as the Board of Trustees ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Villages of Concord Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Miami County, Ohio.

ARTICLE III

MEMBERSHIP

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the President or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium act. No business shall be transacted at a special meeting except as stated on the notice unless by consent of three-fourths (3/4) of the Unit owners present, either in person or by proxy.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit owner entitled to vote thereat, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Waiver of Notice. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or at the commencement of such meeting, by any member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Unit owners at such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

Section 6. Quorum. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting.

Section 7. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 8. Voting Power. Except as otherwise provided in the Declaration, these Bylaws or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rule of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Declaration, these Bylaws or by law.

Each Unit owner shall be entitled to vote at all meetings of Unit owners. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit. A Unit which has been acquired by the Association in its own name or in the name of its agents, designee or nominee on behalf of all the Unit owners, shall not be entitled to vote as long as it continues to be so held. A fiduciary shall be a voting member with respect to any Unit owned in a fiduciary capacity.

Section 9. Action in Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Declaration, these Bylaws or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these Bylaws. The Board of Trustees shall be owners, mortgagees, or spouses of owners of Units or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, directors, shareholders, employees or agents of such corporations or in the case of fiduciary owners or mortgagees, shall be the fiduciary or

officers, agents or employees of such fiduciary or in the case of Declarant, shall be designees of Declarant.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than annually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, or by any Trustee, after not less than three (3) days notice to each Trustee; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to have been waived by him and such notice may be waived in writing either before or at the commencement of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Declaration, these Bylaws or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter. Each Trustee is entitled to one (1) vote on any matter that may be determined by the Board.

Section 11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;

- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain, alter, improve and add to the Common Areas in accordance with the Declaration;
- (e) establish, enforce, levy, collect, use and expand assessments as provided in the Declaration;
- (f) adopt, publish, amend and enforce rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish penalties for the infraction thereof. Such rules and regulations and amendments thereto shall be binding upon the Unit owners, occupants and their guests when the Board has approved them in writing;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from two (2) consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium organizational documents);

- (j) enter into and upon the Units when necessary and with as little inconvenience to the Unit owners as possible in connection with the maintenance, care and preservation of the Condominium Property, and the improvements thereon;
- (k) purchase or lease or otherwise acquire in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit owners, Units offered for sale or lease or surrendered by their owners to the Association;
- (l) purchase Units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit owners;
- (m) sell, lease, mortgage, repair, maintain, or otherwise deal with Units acquired by, and sublease Units leased by the Association or its designee, corporate or otherwise, on behalf of all Unit owners;
- (n) organize corporations to act as designees of the Association in acquiring title to or leasing of Units on behalf of all Unit owners;
- (o) lease portions of the Common Areas and grant licenses for vending machines, public telephones and similar items;
- (p) bring and defend actions by or against more than one Unit owner and pertinent to the operation of the condominium;
- (q) borrow money on behalf of the condominium when required in connection with the operation, care, upkeep and maintenance of the Common Areas, provided however that (i) the consent of at least seventy-five percent (75%) in common interest of all Unit owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the Bylaws, shall be required for the borrowing of any sum in excess of Twenty-five Thousand Dollars (\$25,000.00) and (ii) no lien to secure repayment of any sum borrowed may be created

on any Unit or its appurtenant interest in the Common Areas without the consent of the Unit owner.

If any sum borrowed by the Board of Trustees on behalf of the condominium pursuant to the authority contained in this paragraph is not repaid by the Association, a Unit owner who pays to the creditor such proportion thereof as his interest in the Common Area bears to the interest of all Unit owners in the Common Areas shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit owner's Unit;

- (r) employ and terminate the employment of employees and independent contractors, purchase supplies and equipment, enter into contracts and generally having the powers of managing in connection with the matters hereinabove set forth; and
- (s) do all things and take all actions necessary to carry out the duties set forth in the following section and otherwise permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 11. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of assessments against each Unit;

- (ii) give written notice of each assessment to every Unit owner subject thereto within the time limits set forth therein; and
- (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner or owners, personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law, the Declaration and these Bylaws.

Section 14. Liability of the Board. The members of the Board shall not be liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit owners shall indemnify and hold harmless each of the members of the Board of Trustees against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Trustees shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit owner arising out of any contract made by the Board or out of

the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder that is represented by the Unit owner's interest in the Common Areas. Every agreement made by the Board or by the managing agent or the manager on behalf of the Association shall provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit owners and shall have no personal liability thereunder (except as Unit owners), limited to such proportion of the total liability thereunder as his interest in the Common Areas bears to the interest of all Unit owners in the Common Areas.

ARTICLE V

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Vice-President. The Vice-President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, and keep appropriate current records showing the names of Unit owners of the Association together with their addresses.
- (d) Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS: ACCOUNTS

The books, records and financial statements of the Association, including annual audited or reviewed financial

statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

There shall be established and maintained an account with a building and loan association or national banking corporation or savings bank to be known as the "Operating Account" into which shall be deposited the operation portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said accounts shall be for the general needs of the operation, including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the common elements of the Association and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE VIII

AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year. The cost of the audit and other services of this Article and Article VII above shall be paid by the Association as a common expense of the Association, except that if the audit is requested by an institutional first mortgagee of a Unit, or its insurer, then the Board may require that the expense be paid in advance by that Unit's owner.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of Miami County, Ohio.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Interpretation. The provisions of these Bylaws are applicable to the property for the Condominium and to the use and occupancy thereof. It is intended that in applying these Bylaws, all of the terms used herein shall have the same meanings as set forth in the Declaration of Villages of Concord Condominium, recorded simultaneously herewith with the Recorder of Miami County, Ohio.

Section 2. Applicability. All present and future Unit owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the property in any manner are subject to these Bylaws, the Declaration and any rules and regulations promulgated by the Board of Trustees.

Section 3. Acceptance and Ratification of Bylaws. The acceptance to a deed or conveyance or the act of occupancy or use of a Unit shall constitute an agreement that these Bylaws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of these Bylaws.

Section 6. Gender. Use of any gender in these Bylaws shall be deemed to include the masculine, feminine or neuter and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 7. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 8. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established by the Declaration and these Bylaws shall be deemed to be binding on all Unit owners, their successors, executors, administrators and assigns.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 17th day of August, 2000.

RL HAWK, LLC, Sole Member

By: 

ROGER D. HAWK, Sole Member

ARTICLES OF INCORPORATION

VILLAGES OF CONCORD HOMEOWNERS ASSOCIATION

In compliance with the requirements of the provisions of Chapter 1702 of the Revised Code of Ohio, the undersigned hereby forms a corporation not-for-profit and certifies:

ARTICLE I

Name

The name of the corporation is Villages of Concord Homeowners Association, hereinafter referred to as the Association.

ARTICLE II

Principal Office

The principal office of the Association will be 1001 Laurel Tree Court, Troy, Ohio 45373 or such place in Miami County, Ohio, as the Board of Trustees of the Association shall specify from time to time.

RECEIVED

ARTICLE III

Purpose and Powers

JUL 25 1980
J. KENNETH BLACKWELL
SECRETARY OF STATE

Forthwith upon the creation of the Association the undersigned is creating a condominium under the provisions of Chapter 5311 of the Revised Code of Ohio, known as "Villages of Concord Condominium" hereinafter referred to as, "the Condominium", of the property described in Exhibit A of the Declarations, and which may be expanded to include part or all of the property described in Exhibit H of the Declarations. The purposes for which the Association is formed are to be and act as the Unit owners' association for the Condominium to provide for the maintenance, preservation and architectural control of the property of the Condominium, and to promote the health, safety and welfare of the residents of the Condominium, and for these purposes to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the

Association as set forth in these Articles of Incorporation, and the Declaration and Bylaws of the Condominium, hereinafter referred to as "the Articles", "the Declaration" and "the Bylaws", respectively;

- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money to fulfill its purposes;
- (e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Condominium or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;
- (f) provide the residents and Unit owners of the Condominium with (i) normal utility services not separately provided to individual Units, (ii) services supplemental to municipal services, and (iii) Common Areas maintenance service;
- (g) be, function and act as the Unit owners' association of the Condominium, under the provisions of Chapter 5311 of the Revised Code of Ohio, and delegate such authority as it desires to a managing agent;
- (h) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by law; and

- (i) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 5311 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Bylaws.

ARTICLE IV

Membership

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Unit shall be a member of the Association, and is herein called "a Unit owner". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Unit, and transfer of a Unit shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and Bylaws. (The latter of which shall also be and serve as the Association's Code of Regulations).

ARTICLE V

Board of Trustees (Managers)

The names and addresses of the persons who are initially to act in the capacity of Trustees, until the selection of their successors, (as provided in the Declaration and Bylaws), are:

Name	Address
Roger D. Hawk	1001 Laurel Tree Court Troy, Ohio 45373
Lisa F. Hawk	1001 Laurel Tree Court Troy, Ohio 45373
Alan M. Kappers	210 West Main Street Troy, Ohio 45373

The number, qualifications, manner and time of selection of successor Trustees, and their terms of office, shall be as set forth in the Declaration and Bylaws.

The Board of Trustees shall be and act as the board of managers of the Condominium and shall have all of the powers and all of the duties of the board of managers as defined in Chapter 5311 of the Revised Code of Ohio and of the board of trustees as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the Bylaws.

ARTICLE VI

Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the Bylaws.

ARTICLE VII

Indemnification

(a) The Association shall indemnify every person who is or has been a Trustee, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Trustee, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (1) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (2) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been

adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(b) Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (1) by a majority vote of a quorum of Trustees of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (2) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (3) by the Unit owners, or (4) by the court in which such action, suit or proceeding was brought.

(c) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Unit owners, or otherwise.

ARTICLE VIII

Duration

The Association shall exist so long as the condominium regime of the Condominium exists, and no longer.

ARTICLE IX

Dissolution

The Association may be dissolved only with the same consents as are required to terminate the Condominium regime, as provided in the Declaration.

ARTICLE X

Definitions

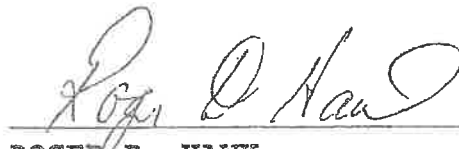
All terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE XI

Amendments

The Articles may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.

7/24/2000


A handwritten signature in cursive script, appearing to read "Roger D. Hawk", is written over a horizontal line.

ROGER D. HAWK
Sole Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being at least a majority of the incorporators of VILLAGESOF CONCORD HOMEOWNERS ASSOCIATION hereby appoint ROGER D. HAWK (a natural person resident in the county in which the corporation has its principal office) upon whom any process, notice or demand required or permitted by statute to be served.

His complete address is 1001 Laurel Tree Court, Troy, Miami County, Ohio 45373.

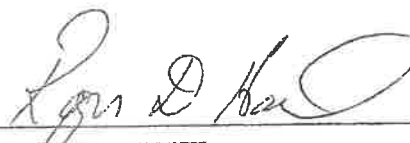


ROGER D. HAWK

Troy, Miami County, Ohio

VILLAGESOF CONCORD HOMEOWNERS ASSOCIATION

Gentlemen: I hereby accept appointment as agent of your corporation upon whom process, tax notices or demands may be served.



ROGER D. HAWK

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE.

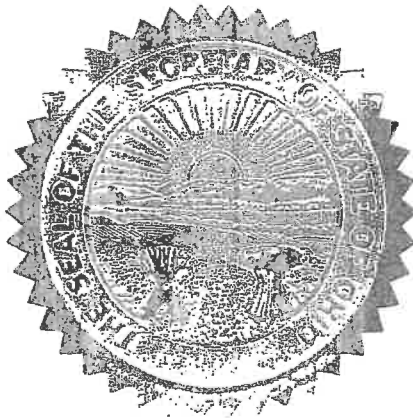


I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show VILLAGES OF CONCORD HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation, Charter No. 1172013, having its principal location in Troy, County of Miami, was incorporated on July 25th, 2000 and is currently in GOOD STANDING upon the records of this office.

WITNESS my hand and official seal at

Columbus, Ohio on

August 3, 2000



A handwritten signature in cursive script that reads "J. Kenneth Blackwell".

J. Kenneth Blackwell
Secretary of State.

EXHIBIT G

CONSENT OF MORTGAGEE

The undersigned, Fifth Third Bank of Western ^{Ohio, N.A.}, the holder of a certain mortgage deeds to the premises from **RL HAWK, LLC** of Troy, Ohio, and recorded in the Mortgage Records of Miami County, Ohio, in Volume 1141, Page 55, and ~~Volume~~ Page, hereby consents to the execution and delivery of the foregoing Declaration of Condominium ownership with exhibits thereto, and to such amendments as shall be lawfully made to the foregoing, and to the filing thereof in the office of the County Recorder of Miami County, Ohio, and further, subjects the above-described mortgages to the provisions of the foregoing Declaration of Condominium ownership together with attached exhibits.

IN WITNESS WHEREOF, Frank W. Wagner II & C. ^{Russell Badgett} has caused the execution of the aforesaid Consent this 16th day of August, 2000.

**SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:**

Jerome A. Herbe
Jerome A. Herbe

BY:

Frank W. Wagner II
FRANK W. WAGNER II, Vice-President

C. Russell Badgett
C. Russell Badgett, Vice-President

Mike Hawk
MIKE HAWK

STATE OF OHIO, MIAMI COUNTY, SS:

Before me, a Notary Public in and for the state of Ohio, personally appeared Frank W. Wagner, II, Vice President and C. Russell Badgett, Vice President of the Fifth Third Bank of Western Ohio, N.A., the corporation who executed the foregoing condominium plat, who acknowledged that they did sign such instrument as such officers in behalf of said corporation and by authority of the corporation's board of directors, and that such instrument is their free act and deed as such officers and individually and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Troy, Ohio, this 16th day of August, 2000.

Jerome A. Herbe
NOTARY PUBLIC
JEROME A. HERBE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Jan. 25, 2004

RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING
16 East Water Street
Troy, Ohio 45373
August 20, 2000

Description of 0.2751 Acre Additional Property Area for Villages of Concord Condominium Section One:

Situate in the State of Ohio, County of Miami, City of Troy and being a vacated portion of Oakmont Drive more particularly described as follows:

Beginning at an iron pin which marks the Southwest corner of Inlot 7890 as shown on Miami County Recorder's Record of Plats Book 17, Page 8; thence South $5^{\circ} 58' 56''$ West with the existing terminus of Oakmont Drive a total distance of 50.00 feet to an iron pin;

thence North $84^{\circ} 01' 05''$ West, 62.21 feet to an iron pin marking the P.C. of a curve to the right having a radius of 226.26 feet;

thence Northwesterly with said curve to the right a total arc distance of 133.98 feet to an iron pin marking the PRC of a curve to the left having a radius of 20.0 feet, the central angle of this arc is $33^{\circ} 55' 44''$ and the long chord of this arc bears North $67^{\circ} 03' 13''$ West and is 132.03 feet in length;

thence Southwesterly with said curve to the left a total arc distance of 31.42 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $90^{\circ} 00'$ and the long chord of this arc bears South $84^{\circ} 54' 37''$ West and is 28.28 feet in length;

thence North $39^{\circ} 54' 37''$ East, 110.00 feet to a point;

thence Southeasterly with a curve to the left having a radius of 20.0 feet a total arc distance of 31.42 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $90^{\circ} 00'$ and the long chord of this arc bears South $5^{\circ} 05' 23''$ East and is 28.28 feet in length;

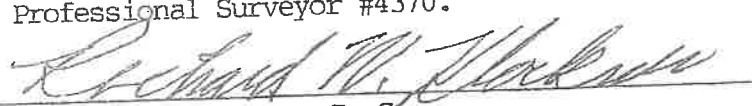
thence South $50^{\circ} 05' 23''$ East, 32.78 feet to an iron pin marking the P.C. of a curve to the left having a radius of 166.28 feet;

thence Southeasterly with said curve to the left a total arc distance of 98.46 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $33^{\circ} 55' 35''$ and the long chord of this arc bears South $67^{\circ} 03' 10''$ East and is 97.03 feet in length;

thence South $84^{\circ} 01' 05''$ East, 29.43 feet to the place of beginning.

The above described additional property area contains a total of 0.2751 acres.

Description prepared by Richard W. Klockner, Professional Surveyor #4370.


Richard W. Klockner, P. S.



RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING
16 East Water Street
Troy, Ohio 45373

June 26, 2000

Description of West Additional Property Area for Villages of Concord Condominiums Section One
(awk):

Situate in the State of Ohio, County of Miami, City of Troy and being the West additional property area which is a part of Inlot 7189, in said City, more particularly described as follows:

Beginning at an iron pin which marks the most Easterly corner of Inlot 7891; thence South $83^{\circ} 23'$ East, 116.41 feet to an iron pin; thence Southeasterly with a curve to the right having a radius of 20.0 feet a total arc distance of 31.42 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $90^{\circ} 00'$ and the long chord bears South $39^{\circ} 01' 05''$ East and is 28.28 feet in length; thence Southwesterly with a curve to the right having a radius of 172.95 feet a total arc distance of 102.41 feet to an iron pin, the long chord of this arc bears South $2^{\circ} 56' 46''$ West and is 100.92 feet in length;

thence South $39^{\circ} 54' 37''$ West, 274.62 feet to an iron pin marking the P.C. of a curve to the left having a 50.0 foot radius;

thence Southeasterly with said curve to the left having a total arc length of 209.44 feet to an iron pin, the central angle of this arc is $239^{\circ} 59' 57''$ and the long chord of this arc bears South $80^{\circ} 05' 22''$ East and is 86.60 feet in length;

thence with a curve to the right, having a radius of 50.0 feet, a total arc length of 52.36 feet, the central angle of this arc is $59^{\circ} 59' 57''$ and the long chord of this arc bears North $9^{\circ} 54' 30''$ East and is 50.0 feet in length;

thence North $39^{\circ} 54' 37''$ East, 188.02 feet to an iron pin marking the P.C. of a curve to the left having a radius of 222.95 feet;

thence Northeasterly, with said curve to the left a total arc length of 132.02 feet to an iron pin, the long chord of this arc bears North $22^{\circ} 56' 46''$ East and is 130.10 feet in length;

thence Northeasterly with a curve to the right having a radius of 20.0 feet a total arc length of 31.42 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $90^{\circ} 00'$ and the long chord bears North $50^{\circ} 58' 56''$ East and is 28.28 feet in length;

PHONE/FAX: (937) 335-5331

RESIDENCE: (937) 335-2331

RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING
16 East Water Street
Troy, Ohio 45373

Villages of Concord Condominiums Section One West Additional Property Area continued-

thence South $84^{\circ} 00' 44''$ East, 79.76 feet to an iron pin marking the P.C. of a curve to the right having a radius of 275.00 feet;

thence Southeasterly with said curve to the right, a total arc distance of 306.85 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is $63^{\circ} 55' 51''$ and the long chord bears South $52^{\circ} 03' 08''$ East and is 291.17 feet in length;

thence South $20^{\circ} 05' 12''$ East, 125.00 feet to an iron pin marking the P.C. of a curve to the right having a radius of 50.0 feet;

thence Southwesterly with said curve to the right a total arc length of 78.54 feet to an iron pin, the central angle of this arc is $90^{\circ} 00'$ and the long chord bears South $24^{\circ} 54' 48''$ West and is 70.71 feet in length;

thence South $69^{\circ} 54' 48''$ West, 285.00 feet to an iron pin;

thence North $20^{\circ} 05' 12''$ West, 100.00 feet to a point;

thence South $69^{\circ} 54' 48''$ West, 432.10 feet to an iron pin;

thence North $20^{\circ} 05' 12''$ West, 102.01 feet to an iron pin;


thence North $2^{\circ} 05' 23''$ West, 116.09 feet along the East line of Inlot 7744 to an iron pin marking the Northeast corner of Inlot 7744;

thence North $39^{\circ} 54' 37''$ East, with the South line of Inlots 7745, 7746 and 7891, a total distance of 311.46 feet to an iron pin;

thence North $12^{\circ} 07' 13''$ East, 95.46 feet to the place of beginning.

The above described West Additional Property Area contains a total of 5.7029 acres.

Description prepared by Richard W. Klockner, Professional Surveyor #4370.


Richard W. Klockner, P. S.



RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING
16 East Water Street
Troy, Ohio 45373

June 26, 2000

Description of East Additional Property Area for Villages of Concord Condominiums Section One:

Situate in the State of Ohio, County of Miami, City of Troy and being a part of Inlot 7189, in said City, more particularly described as follows:

Beginning at an iron pin which marks the Southwest corner of Inlot 7890, as shown on Miami County Recorder's Record of Plats Book 17, Page 8;

thence North 39° 54' 37" East, 194.07 feet to an iron pin;

thence North 87° 56' 46" East, 212.97 feet to an iron pin;

thence North 1° 57' 56" West, 50.00 feet to an iron pin;

thence North 87° 56' 46" East, 110.79 feet to an iron pin;

thence South 1° 57' 56" East, 220.00 feet to an iron pin;

thence North 87° 57' 46" East, 200.00 feet to an iron pin;

thence South 1° 57' 56" East, 486.87 feet to a point;

thence North 68° 50' 56" West, 116.45 feet to a point on a curve having a radius of 50.0 feet;

thence Northwesterly with said curve to the left, a total arc distance of 72.12 feet to an iron pin marking the P.R.C. of a 50 foot curve to the right, the central angle of this arc is 82° 38' 45" and the long chord of this arc bears North 20° 10' 24" West and is 66.03 feet in length;

thence Northwesterly with said curve to the right, a total arc distance of 36.14 feet to an iron pin, the central angle of this arc is 41° 24' 29" and the long chord bears North 40° 47' 26" West and is 35.35 feet in length;

thence North 20° 05' 12" West, 133.86 feet to an iron pin;

thence Northwesterly, with a curve to the left having a radius of 325.00 feet a total arc distance of 362.64 feet to an iron pin marking the P.T. of said curve, the central angle of this arc is 63° 55' 51" and the long chord bears North 52° 03' 08" West and is 344.12 feet in length;


RICHARD W. KLOCKNER & ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING
16 East Water Street
Troy, Ohio 45373

East Additional Property Area continued-

thence North 84° 01' 05" West, 199.76 feet to the place of beginning.

The above described East Additional Property Area contains a total of 3.8317 acres.

Description prepared by Richard W. Klockner, Professional Surveyor #4370.


Richard W. Klockner, P. S.



VILLAGES OF CONCORD POOL RULES

Pool Rules:

1. Anyone under 18 years old using the pool facilities must be accompanied by a condo association member (homeowner).
2. Swim at your own risk. No lifeguard will be on duty.
3. No bottles or glassware permitted in pool area.
4. No diving allowed.
5. No pets allowed in the pool area.
6. Proper swimwear is required.
7. No running or horseplay in the pool area. Flotation devices (air mattresses, swim ring, etc.) are permitted but are not considered lifesaving equipment.
8. Emergency Number at Pool: 911
9. Villages of Concord Swimming Pool Number: (937) 339-3573
10. Phone is restricted for emergency use only.
11. Pool Hours are: 10 AM to 9 PM daily.
12. When entering the clubhouse from the pool area, use only the tiled floor hallway, not the carpeted area.

Pool Rules were received and understood:

Florence Mutschler
Villages of Concord Member Signature

3-14-09
Date

1271 Estill Ave.
Member Address

The Villages, Fl.
32162

Rev. 1.01
7/19/06

Last Name spelled wrong
MuTschler

Will be at 1323 Paul Rereau Way After May

50¢
TRANSFERRED
In compliance with ORC 319.202
MATTHEW W. GEARHARDT, Miami Co. Auditor

Joye Grilled
NOV 28 2018

Total Fee \$ _____
ORC 319.54 \$ _____
ORC 322.02 \$ _____
Exempt ☒



MIAMI COUNTY RECORDER
JESSICA A LOPEZ
2018OR-14669
PRESENTED FOR RECORD
MIAMI COUNTY, TROY, OHIO
11/28/2018 09:16:44 AM
REFERENCES 0
RECORDING FEE 28.00
PAGES: 2

2
Klembar

QUIT-CLAIM DEED

Troy Investment Group, LLC, an Ohio Limited Liability Company, (for valuable consideration paid) grant to RL Hawk, LLC, whose tax-mailing address is 1595 Windridge Place, Troy, OH 45373, the following real property:

See Exhibit "A" attached hereto.

Prior Instrument Reference: Instrument No. 2013 OR 16555 of the Deed
Records of Miami County, Ohio.

Witness its hand this 26 day of Nov, 2018.

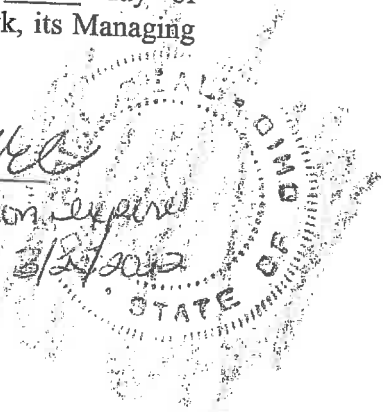
Roger Hawk
Troy Investment Group, LLC
By Roger Hawk
Its Managing Member

STATE OF OHIO, COUNTY OF MIAMI) ss:

November The foregoing instrument was acknowledged before me this 26 day of November, 2018, by Troy Investment Group, LLC, by Roger Hawk, its Managing Member, on behalf of and being duly authorized by said corporation

Angela J. Vanhook
NOTARY PUBLIC
Commission Expires 3/27/2019

THIS INSTRUMENT PREPARED BY:
Stephen E. Klein, Attorney at Law
124 W. Main Street, Troy, OH 45373



REVIEW NOT REQUIRED
MIAMI COUNTY ENGINEER
BY J DATE 11-9-618

EXHIBIT A
LEGAL DESCRIPTION
PAUL REVERE WAY UTILITY EASEMENT

BEING PART OF INLOT 7189 A TRACT OF LAND OWNED BY TROY INVESTMENT GROUP, LLC. AS CONVEYED IN OFFICIAL RECORD 472, PAGE 760 OF THE MIAMI COUNTY DEED RECORDS, SITUATE IN SECTION 29, TOWN 5, RANGE 6, CITY OF TROY, MIAMI COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at an iron pin found on the southwest corner of Lot 9755 and being on the east right-of-way line of Laurel Tree Court;

thence, on a curve to the left with a radius of 20.00 feet, an arc distance of 31.41 feet, a delta angle of $89^{\circ}59'29''$, and a chord bearing South $47^{\circ}05'08''$ East, 28.28 feet, along the south line of Lot 9755 to an iron pin found;

thence, on a curve to the left with a radius of 325.00 feet, an arc distance of 102.13 feet, a delta angle of $18^{\circ}00'20''$, and a chord bearing North $78^{\circ}54'58''$ East, 101.71 feet, along the south line of Lot 9755 to an iron pin found;

thence, North $69^{\circ}54'48''$ East, 507.76 feet, to an iron pin found;

thence, South $20^{\circ}05'12''$ East, 50.00 feet, to an iron pin found;

thence, South $69^{\circ}54'48''$ West, 507.76 feet, to an iron pin found;

thence, on a curve to the right with a radius of 375.00 feet, an arc distance of 14.35 feet, a delta angle of $02^{\circ}11'32''$, and a chord bearing South $71^{\circ}00'34''$ West, 14.35 feet, to an iron pin found at the northeast corner of Lot 9756;

thence, on a curve to the right with a radius of 375.00 feet, an arc distance of 103.48 feet, a delta angle of $15^{\circ}48'41''$, and a chord bearing South $80^{\circ}00'40''$ West, 103.16 feet, along the north line of Lot 9756 to an iron pin found;

thence, on a curve to the ^{LEFT} ~~right~~ with a radius of 20.00 feet, an arc distance of 31.42 feet, a delta angle of $90^{\circ}00'24''$, and a chord bearing South $42^{\circ}54'49''$ West, 28.29 feet, along the north line of Lot 9756 to an iron pin found on the east right-of-way line of Laurel Tree Court;

thence, North $02^{\circ}05'23''$ West, 90.00 feet, along the east right-of-way line of Laurel Tree Court to the principal place of beginning.

Containing 0.736 acres more or less and all being subject to any legal highways and easements of record.

The bearings are based on Recorder's Record of Plats, Plat Book 16, Page 96.

All iron pins set are 5/8" x 30" rebar with caps reading "CHOICE ONE ENGR-AJB PS 8629."